

2009ICC內容變更研討

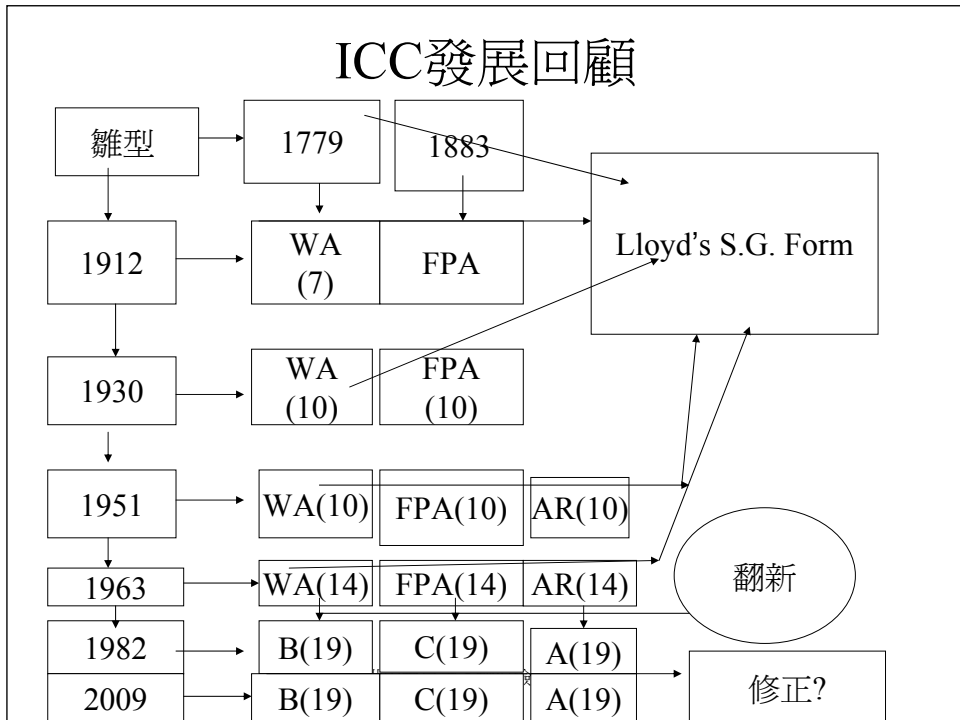
鄭鎮樑

實踐大學風險管理與保險學系專任
副教授

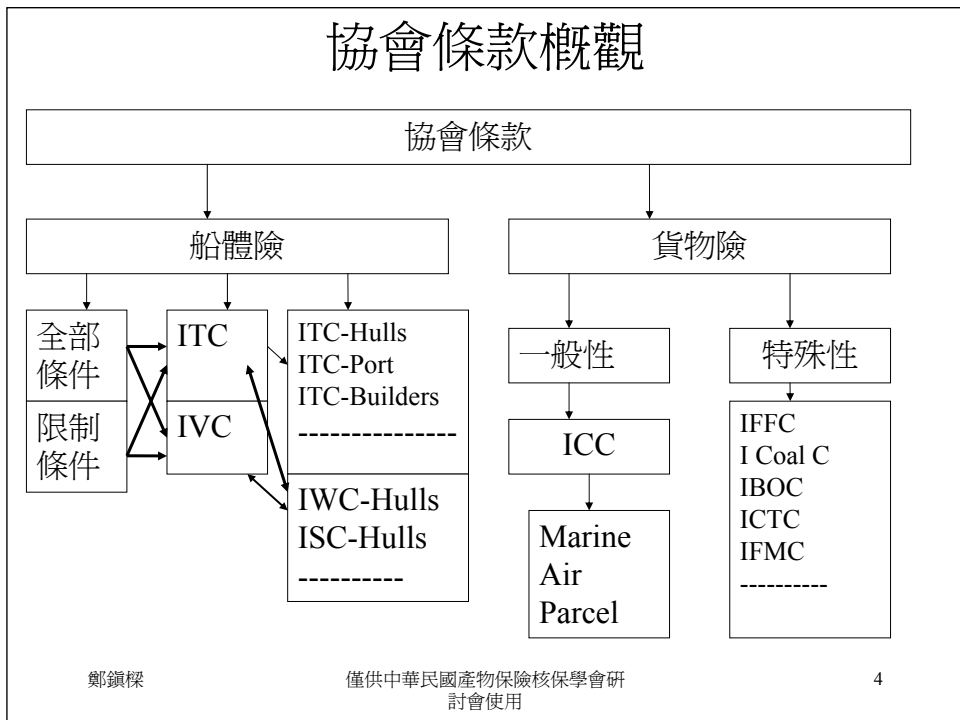
條款的改變是~必然的

- 因為
- 現象界的事務沒有
 - 單獨性
 - 不變性
 - 主宰性

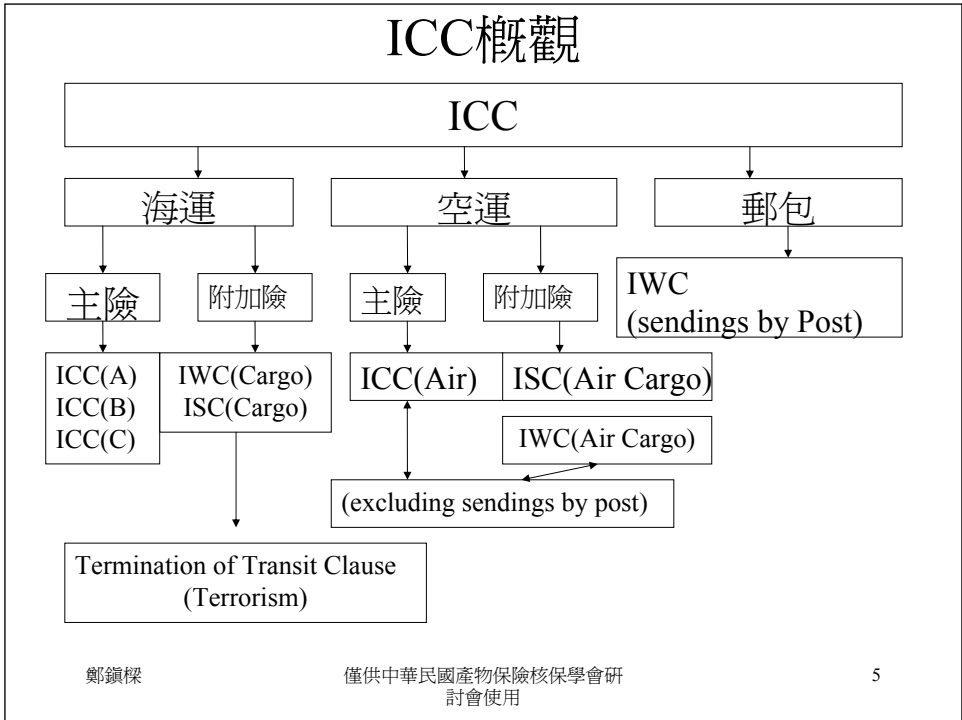
ICC發展回顧



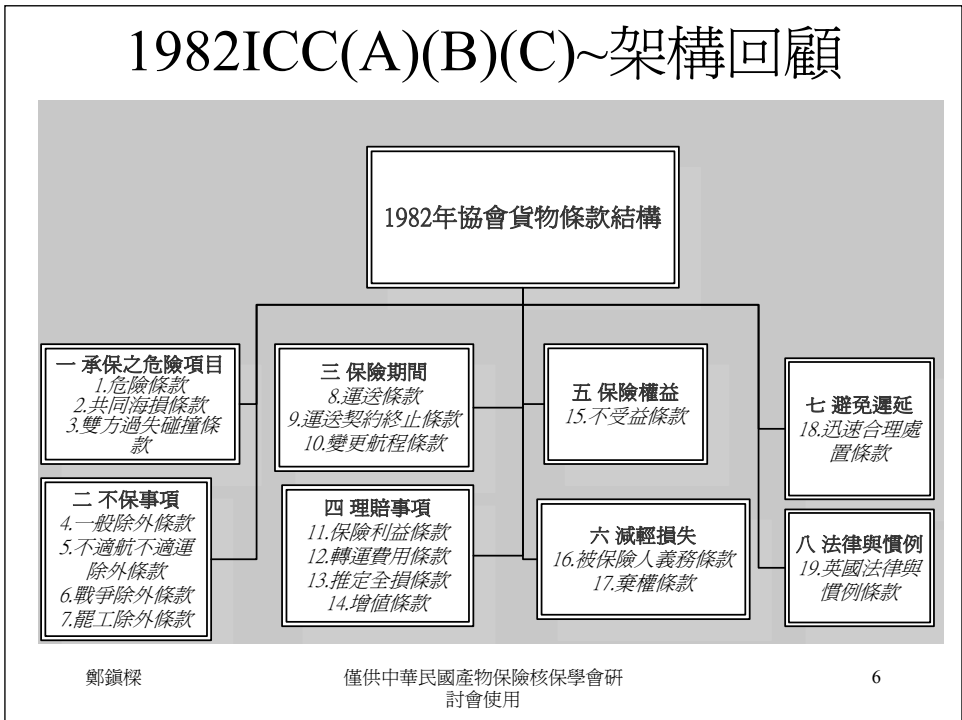
協會條款概觀



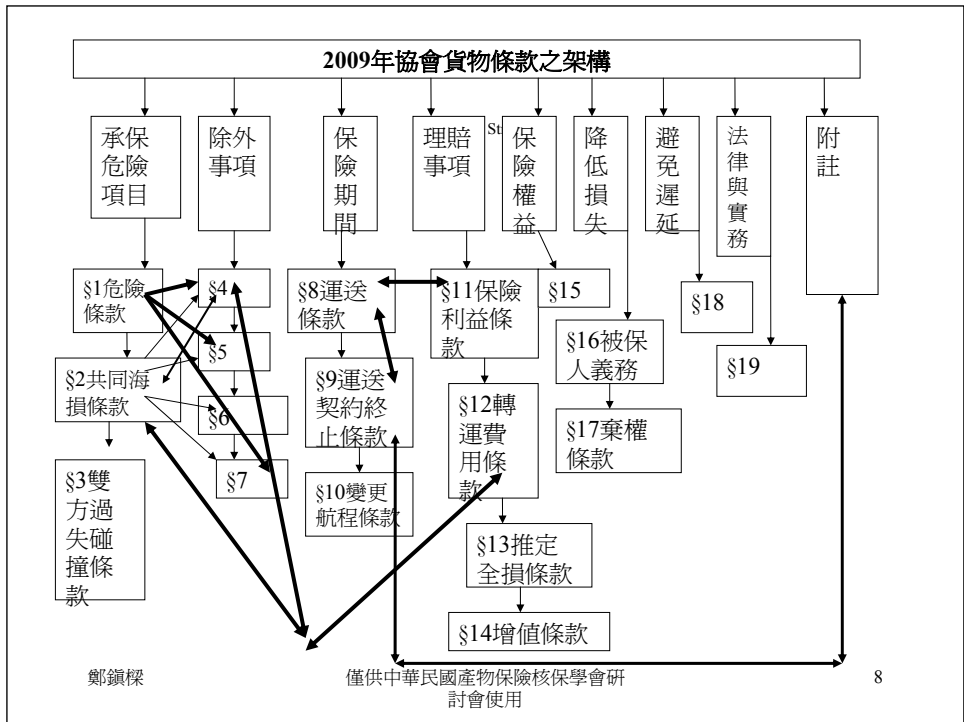
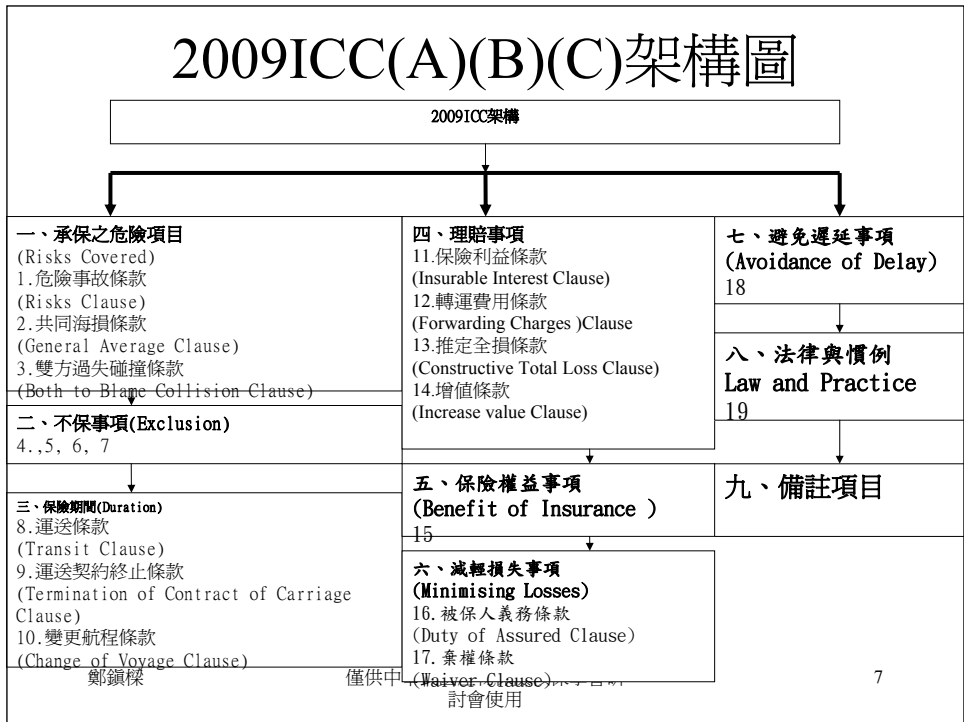
ICC概觀



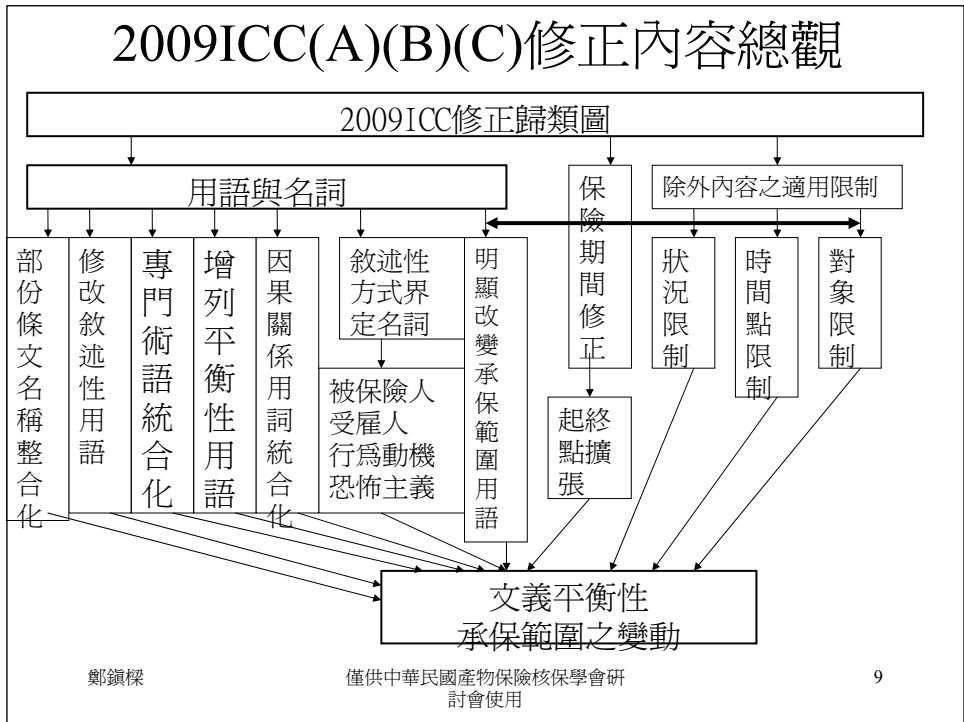
1982ICC(A)(B)(C)~架構回顧



2009ICC(A)(B)(C)架構圖



2009ICC(A)(B)(C)修正內容總觀



逐條觀察

- 比對1982ICC與2009ICC所有差異

1982 VS 2009 Risk Clauses (A條款)

Risks Clause	1982ICC	2009ICC
	<p>1. This insurance covers all risks of loss of or damage to the subject-matter insured except as <u><i>provided in</i></u> Clauses 4, 5, 6 and 7 below.</p>	<p>1. This insurance covers all risks of loss of or damage to the subject-matter insured except as <u><i>excluded by the provisions of</i></u> Clauses 4, 5, 6 and 7 below.</p>

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1982 VS 2009 Risk Clauses (B條款)

Risks Clause	1982ICC	2009ICC
ICC(B)	<p>This insurance covers, except as <u><i>provided in</i></u> Clauses 4, 5, 6 and 7 below,</p> <p>1.1 loss of or damage to the subject-matter insured reasonably attributable to</p> <p>1.1.1 fire or explosion</p> <p>1.1.2 vessel or craft being stranded grounded sunk or capsized</p> <p>1.1.3 overturning or derailment of land conveyance</p> <p>1.1.4 collision or contact of vessel craft or conveyance with any external object other than water</p> <p>1.1.5 discharge of cargo at a port of distress</p> <p>1.1.6 earthquake volcanic eruption or lightning,</p> <p>1.2 loss of or damage to the subject-matter insured caused by</p> <p>1.2.1 general average sacrifice</p> <p>1.2.2 jettison or washing overboard</p> <p>1.2.3 entry of sea lake or river water into vessel craft hold conveyance container liftvan or place of storage</p> <p>1.3 total loss of any package los overboard or dropped whilst loading on to , or unloading from vessel or craft.</p>	<p>This insurance covers, except as <u><i>excluded by the provisions of</i></u> Clauses 4, 5, 6 and 7 below,</p> <p>1.1 loss of or damage to the subject-matter insured reasonably attributable to</p> <p>1.1.1 fire or explosion</p> <p>1.1.2 vessel or craft being stranded grounded sunk or capsized</p> <p>1.1.3 overturning or derailment of land conveyance</p> <p>1.1.4 collision or contact of vessel craft or conveyance with any external object other than water</p> <p>1.1.5 discharge of cargo at a port of distress</p> <p>1.1.6 earthquake volcanic eruption or lightning,</p> <p>1.2 loss of or damage to the subject-matter insured caused by</p> <p>1.2.1 general average sacrifice</p> <p>1.2.2 jettison or washing overboard</p> <p>1.2.3 entry of sea lake or river water into vessel craft hold conveyance container liftvan or place of storage</p> <p>1.3 loss of any package los overboard or dropped whilst loading on to , or unloading from vessel or craft.</p>

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1982 VS 2009 Risk Clauses (C條款)

ICC (C)	<p>This insurance covers, except as provided in Clauses 4, 5, 6 and 7 below,</p> <p>1.1 loss of or damage to the subject-matter insured reasonably attributable to</p> <p>1.1.1 fire or explosion</p> <p>1.1.2 vessel or craft being stranded grounded sunk or capsized</p> <p>1.1.3 overturning or derailment of land conveyance</p> <p>1.1.4 collision or contact of vessel craft or conveyance with any external object other than water</p> <p>1.1.5 discharge of cargo at a port of distress</p> <p>1.2 loss of or damage to the subject-matter insured caused by</p> <p>1.2.1 general average sacrifice</p> <p>1.2.2 jettison</p>	<p>This insurance covers, except as <u>excluded by the provisions of</u> Clauses 4, 5, 6 and 7 below,</p> <p>1.1 loss of or damage to the subject-matter insured reasonably attributable to</p> <p>1.1.1 fire or explosion</p> <p>1.1.2 vessel or craft being stranded grounded sunk or capsized</p> <p>1.1.3 overturning or derailment of land conveyance</p> <p>1.1.4 collision or contact of vessel craft or conveyance with any external object other than water</p> <p>1.1.5 discharge of cargo at a port of distress</p> <p>1.2 loss of or damage to the subject-matter insured caused by</p> <p>1.2.1 general average sacrifice</p> <p>1.2.2 jettison</p>
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1982 VS 2009 General Average Clause

General Average	<p>2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of <u>affreightment</u> and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6, and 7 <u>or elsewhere in this insurance.</u></p>	<p>2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of <u>carriage</u> and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 <u>below.</u></p>
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1982 VS 2009 Both to Blame Collision Clause

Both to Blame Collision Clause	<p>3. This insurance <u>is extended to indemnify</u> the Assured against <u>such proportion of</u> liability <u>under</u> the contract of <u>affreightment</u> "Both to Blame Collision" Clause <u>as is in respect of a loss recoverable hereunder</u>. In the event of any claim by <u>shipowners</u> under the said Clause the Assured agree to notify the <u>Underwriters</u> who shall have the right, at their own cost and expense, to defend the Assured against such claim.</p>	<p>3. This insurance <u>indemnifies</u> the Assured, <u>in respect of any risk insured herein</u>, against liability <u>incurred</u> under <u>any</u> Both to Blame Collision Clause <u>in</u> the contract of <u>carriage</u>. In the event of any claim by <u>carriers</u> under the said Clause, the Assured agree to notify the <u>Insurers</u> who shall have the right, at their own cost and expense, to defend the Assured against such claim.</p>
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1982 VS 2009 General Exclusion(1)

1982	2009	
<p>4. In no case shall this insurance cover</p> <p>4.1 loss damage or expense attributable to willful misconduct of the Assured</p> <p>4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured</p>	<p>4. In no case shall this insurance cover</p> <p>4.1 loss damage or expense attributable to willful misconduct of the Assured</p> <p>4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured</p>	
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1982 VS 2009 General Exclusion(2)	
1982	2009
<p>4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this clause "packing" shall be deemed to include stowage in a container <i>or liftvan</i> but only when such stowage is carried out prior to attachment of this insurance by the Assured or their <i>servants</i>)</p>	<p>4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject matter insured <i>to withstand the ordinary incidents of the insured transit where such packing or preparation</i> is carried out by the Assured <i>or their employees or</i> prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container <i>and "employees" shall not include independent contractors</i>)</p>
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1982 VS 2009 General Exclusion(3)	
1982	2009
<p>4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured</p> <p>4.5 loss damage or expense <i>proximately caused by</i> delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)</p>	<p>4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured</p> <p>4.5 loss damage or expense <i>caused by</i> delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)</p>
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1982 VS 2009 General Exclusion(4)

1982	2009
<p>4.6 loss damage or expense <u>arising from</u> insolvency or financial default of the owner managers charters or operators of the vessel</p>	<p>4.6 loss damage or expense <u>caused by</u> insolvency or financial default of the owners managers charters or operators of the vessel <u>where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage</u></p> <p><u>This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract</u></p>

1982 VS 2009 General Exclusion(5)

1982	2009
<p>4.7 loss damage or expense <u>arising from</u> the use of any weapon <u>of war</u> employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.</p>	<p>4.7 loss damage or expense <u>directly or indirectly caused by or arising from</u> the use of any weapon <u>or device</u> employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.</p>

1982vs2009Unseaworthiness and unfitness exclusion clause(1)

1982	2009
<p>5.1 In no case shall this insurance cover loss damage or expense arising from unseaworthiness of vessel or craft, unfitness of vessel craft <u>conveyance container or liftvan</u> for the safe carriage of the subject-matter insured, where the Assured <u>or their servants are</u> privy to the such unseaworthiness or unfitness, at the time <u>the subject-matter insured is loaded therein.</u></p>	<p>5.1 In no case shall this insurance cover loss damage or expense arising from</p> <p>5.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein</p> <p>5.1.2 unfitness of container or conveyance for the safe carriage of the subject-matter insured, <u>where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they</u> are privy to such <u>unfitness</u> at the time <u>of loading.</u></p>
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2009 (5.2)

- 5.2 Exclusion 5.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.

1982vs2009Unseaworthiness and unfitness exclusion clause(2)	
1982	2009
<p>5.2The <u>underwriters</u> waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured destination, <u>unless the Assured or their servants are privy to such unseaworthiness or unfitness.</u></p>	<p>5.3 The <u>Insurers</u> waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.</p>
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1982 vs 2009 War Exclusion Clause	
1982	2009
<p>In no case shall this insurance cover loss damage or expense caused by</p> <p>6.1 War civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power</p> <p>6.2 capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat</p> <p>6.3 derelict mines torpedoes bombs or other derelict weapons of war.</p>	<p>In no case shall this insurance cover loss damage or expense caused by</p> <p>6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power</p> <p>6.2 capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat</p> <p>6.3 derelict mines torpedoes bombs or other derelict weapons of war.</p>
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1982 vs 2009 Strikes Exclusion Clause(1)

1982	2009
<p>In no case shall this insurance cover loss damage or expense</p> <p>7.1 caused by strikers, locked-out workmen, or persons taking part on labour disturbances, riots or civil commotions</p> <p>7.2 resulting from strikers, locked-out workmen, or persons taking part on labour disturbances, riots or civil commotions</p>	<p>In no case shall this insurance cover loss damage or expense</p> <p>7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions</p> <p>7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions</p>
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1982 vs 2009 Strikes Exclusion Clause(2)

1982	2009
<p>7.3 caused by any terrorist or any person acting from a political motive.</p>	<p>7.3 caused by any <u>act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted</u></p> <p>7.4 caused by any person acting from a <u>political, ideological or religious motive.</u></p>
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1982 vs 2009 Transit Clause(1)

1982	2009
<p>This insurance attaches from the time the <u>goods leave the</u> warehouse or place of storage at the place <u>herein</u> for the commencement of the transit, continues during the ordinary course of transit and terminates either.</p> <p>8.1.1 on <u>delivery to the consignees' or other final</u> warehouse or place of storage at the destination named <u>herein</u>.</p>	<p>8.1 <u>Subject to Clause 11 below,</u> this insurance attaches from the time the <u>subject-matter insured is first moved in</u> the warehouse or <u>at the place of storage (at the place named in the contract of insurance)</u> for the <u>purpose of the immediate loading into or onto the carrying vehicle or other conveyance</u></p> <p>for the commencement of transit, continues during the ordinary course of transit and terminates either</p>
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1982 vs 2009 Transit Clause(2)

1982	2009
<p>8.1.1 on <u>delivery to the consignees' or other final</u> warehouse or place of storage at the destination named <u>herein</u>.</p>	<p>8.1.1 on <u>completion of unloading from the carrying vehicle or other conveyance in or at the final</u> warehouse or place of storage at the destination named <i>in the contract of insurance,</i></p>
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1982 vs 2009 Transit Clause(3)

1982	2009
<p>8.1.2 on <u>delivery to the consignees' or other final</u> warehouse or place of storage, whether prior to or at the destination named <u>herein</u>, which the assured elect to use either 8.1.2.1 for storage other than in the ordinary course of transit or 8.1.2.2 for allocation or distribution,</p> <p>or</p>	<p>8.1.2 on <u>completion of unloading from the carrying vehicle or other conveyance in or at any other</u> warehouse or place of storage, whether prior to or at the destination named <u>in the contract of insurance</u>, which the Assured <u>or their employees</u> elect to use either for storage other than in the ordinary course of transit or for allocation or distribution,</p> <p>or</p>
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1982 vs 2009 Transit Clause(5)

1982	2009
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1982 vs 2009 Transit Clause(4)

1982	2009
鄭鎮樑	<p><u>8.1.3 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or</u></p>
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1982 vs 2009 Transit Clause(6)

1982	2009
<p>8.1.3 on the expiry of 60 days after completion of discharge <u>overside of the goods hereby insured</u> from the oversea vessel at the final port of discharge, whichever shall first occur.</p>	<p>8.1.4 on the expiry of 60 days after completion of discharge <u>overside of the subject-matter insured</u> from the oversea vessel at the final port of discharge, whichever shall first occur.</p>
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1982 vs 2009 Transit Clause(7)

1982	2009
<p>8.2 If after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the <u>good are</u> to be forwarded to a destination other than that to which <u>they are</u> insured hereunder, this insurance, whilst remaining subject to termination as provided <u>for above</u>, shall not extend beyond the commencement of transit to such other destination.</p>	<p>8.2 If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the <u>subject-matter insured</u> is to be forwarded to a destination other than that to which <u>it is</u> insured, this insurance, whilst remaining subject to termination as provided <u>in Clauses 8.1.1 to 8.1.4</u>, shall not extend beyond the <u>time the subject-matter insured is first moved for the purpose of</u> the commencement of transit to such other destination.</p>
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1982 vs 2009 Transit Clause(8)

1982	2009
<p>8.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to <u>shipowners or</u> charterers under the contract of affreightment.</p>	<p>8.3 This insurance shall remain in force (subject to termination as provided for <u>in</u> Clauses 8.1.1 to 8.1.4 above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to <u>carriers</u> under the contract of carriage.</p>
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1982 vs 2009 Termination of contract of carriage Clause(1)	
1982	2009
<p>9.If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before <u>delivery</u> of the <u>goods</u> as provided for in Clause 8 above, then this insurance shall also terminate unless prompt notice is given to the <u>underwriters</u> and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the <u>Underwriters</u>, either</p>	<p>9.If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before <u>unloading</u> of the <u>subject-matter insured</u> as provided for in Clause 8 above, then this insurance shall also terminate unless prompt notice is given to the <u>Insurers</u> and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by the <u>Insurers</u> either</p>
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1982 vs 2009 Termination of contract of carriage Clause(2)	
1982	2009
<p>9.1 until the <u>goods</u> are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the <u>goods</u> <u>hereby</u> insured at such port or place, whichever shall first occur, or</p>	<p>9.1 until the <u>subject-matter insured</u> is sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the <u>subject-matter</u> insured at such port or place, whichever shall first occur, or</p>
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1982 vs 2009 Termination of contract of carriage Clause(3)	
1982	2009
<p>9.2 If the <u>goods are</u> forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named <u>herein</u> or to any other destination until terminated in accordance with the provisions of Clause 8 above.</p>	<p>9.2 if the <u>subject-matter insured is</u> forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named <u>in the contract of insurance</u> or to any other destination, until terminated in accordance with the provisions of Clause 8 above.</p>
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1982 VS 2009 change of voyage clause(1)	
1982	2009
<p>Where, after attachment of this insurance, the destination is changed by the Assured, <u>held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.</u></p>	<p>10.1 Where, after attachment of this insurance, the destination is changed by the Assured, <u>this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.</u> (倘上開協議完成前損失已發生，仍可獲得保障，惟以在合理市場條件與合理商業費率之情況下可得之保險為限)</p>
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1982 VS 2009 change of voyage clause(2)

1982	2009
	<p>10.2 <u>Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 8.1), but, without the knowledge of the Assured or their employees the ship sails for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.</u></p> <p>本保險承保之保險標的物依第八條第一項開始運送，但是在被保人或其受雇人不知情之情況下，船舶開往另一目的地，本保險之效力仍視同於運送開始時存在。</p>
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1982 VS 2009 11.1 Insurable Interest

<p>11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.</p> <p>11.1被保險人於被保險標的物發生損失之時必須持有保險利益。</p>	<p>11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.</p>
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1982 VS 2009 11.2. Insurable Interest

<p>11.2 Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the <u>Underwriters</u> were not. 11.2 “損失或未損失” 條款 保單承保在契約簽訂前貨物運送開始後所發生的損失，但以在契約簽訂時，被保人不知被保險貨物已發生損失為前提</p>	<p>11.2 Subject to Clause 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the <u>Insurers</u> were not.⁴¹</p>
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1982 vs 2009 Forwarding Charges Clause(1)

1982	2009
<p>12. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter is covered under this insurance, the <u>Underwriters</u> will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured <u>hereunder</u>.</p>	<p>12. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter insured is covered under this insurance, the <u>Insurers</u> will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter <u>insured</u> to the destination to which it is insured.</p>

1982 vs 2009 Forwarding Charges Clause(2)

1982	2009
<p>This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4,5,6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their <u>servants</u>.</p>	<p>This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their <u>employees</u>.</p>
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1982 vs 2009 Constructive Total Loss Clause

1982	2009
<p>13. No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed it value on arrival.</p>	<p>13. No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed it value on arrival.</p>
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1982 vs 2009 Increase value clause(1)

1982	2009
<p>14.1 If any increased value insurance is effected by the Assured on the <u>cargo</u> insured <u>herein</u> the agreed value of the <u>cargo</u> shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured <u>herein</u> bears to such total amount insured.</p> <p>In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurance.</p>	<p>14.1 If any Increased Value insurance is effected by the Assured on the <u>subject-matter</u> insured <u>under this insurance</u> the agreed value of the <u>subject-matter insured</u> shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured <u>under this insurance</u> bears to such total amount insured.</p> <p>In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurance.</p>
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1982 vs 2009 Increase value clause(2)

1982	2009
<p>14.2 Where this insurance is on Increased Value the following clause shall apply:</p> <p>The agreed value of the <u>cargo</u> shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the <u>cargo</u> by the Assured, and liability under this insurance shall be in such proportion as the sum insured <u>herein</u> bears to such total amount insured.</p> <p>In the event of claim the Assured shall provide the <u>Underwriters</u> with evidence of the amounts insured under all other insurances.</p>	<p>14.2 Where this insurance is on Increased Value the following clause shall apply:</p> <p>The agreed value of the <u>subject-matter insured</u> shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the <u>subject-matter insured</u> by the Assured, and liability under this insurance shall be in such proportion as the sum insured <u>under this insurance</u> bears to such total amount insured.</p> <p>In the event of claim the Assured shall provide the <u>Insurers</u> with evidence of the amounts insured under all other insurances.</p>
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1982 vs 2009 Not to Inure Clause

<p>15. Not to Inure Clause This insurance shall not inure to the benefit of the carrier or other bailee.</p>	<p>15. <u>This insurance</u> <u>15.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,</u> 承保之被保險人，包括保險契約中有權或是代表請求補償之人與受讓人 15.2 shall not extend to or otherwise benefit the carrier or other bailee. 惟前項所稱未擴及或可能受益之運送人或其他受託人。</p>	
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1982 vs 2009 Duty of Assured Clause

<p>Duty of Assured</p>	<p>16. It is the duty of the Assured and their <u>servants</u> and agents in respect of loss recoverable hereunder 16.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and 16.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the <u>Underwriters</u> will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.</p>	<p>16. It is the duty of the Assured and their <u>employees</u> and agents in respect of loss recoverable hereunder 16.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and 16.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the <u>Insurers</u> will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.</p>
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1982 VS 2009 waiver clause

W A I V E R	<p>17. Measures taken by the Assured or the <u>Underwriters</u> with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.</p>	<p>17. Measures taken by the Assured or the <u>Insurers</u> with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.</p>
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1982 VS 2009 Reasonable Despatch Clause clause

Reasonable Despatch Clause	<p>18. It is a condition of this insurance that the Assured shall act with reasonable dispatch in all circumstances within their control.</p>	<p>18. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.</p>
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1982 vs 2009 Law and Practice

	<p>English and Law Practice</p> <p>19. This insurance is subject to English law and practice.</p>	<p>19. This insurance is subject to English law and practice.</p>
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Notes

<i>NOTE</i>	<p><u>It is necessary for the Assured when become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.</u></p>	<p><u>Where a continuation of cover is requested under Clause 9, or a change of destination is notified under Clause 10, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.</u></p>
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ICC(A) VS IWC (Cargo) (1)

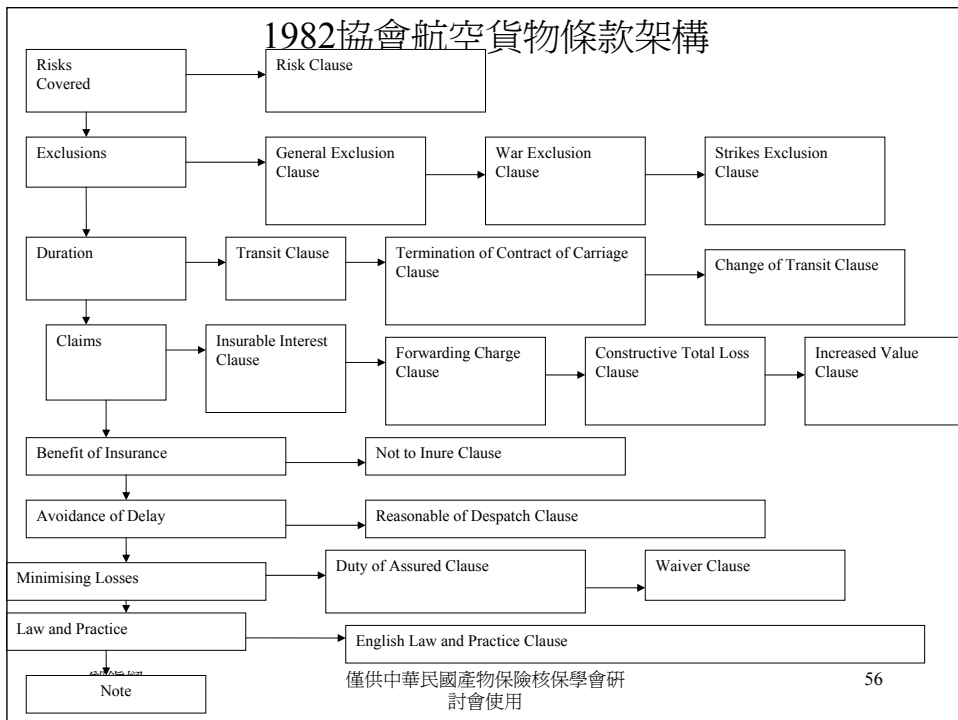
	ICC(A)	IWC(Cargo)
承保之危險 項目 (Risk Covered)	1. Risk Clause	1. Risk Clause
	2. General Average Clause	2. General Average Clause
	3. Both to Blame Collision Clause	
不保事項 (Exclusion)	4. General Exclusion Clause 4. 1~4. 7	3. General Exclusion Clause 3. 1~3. 8 (3. 1~3. 6同ICC(A)4. 1~4. 6)
	5. Unseaworthiness and Unfitness Exclusion Clause	4. Unseaworthiness and Unfitness Exclusion Clause
	6. War Exclusion Clause	
	7. Strikes Exclusion Clause	
保險期間 (Duration)	8. Transit Clause	5. Transit Clause
	9. Termination of Contract of Carriage Clause	
	10. Change of Voyage Clause	6 Change of Voyage Clause. 7. 效力優先條款
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ICC(A) VS IWC (Cargo) (2)

理賠事項 (Claims)	11. Insurable Interest Clause	8 Insurable Interest Clause
	12 Forwarding Charge Clause	
	13 Constructive Total Clause	
	14 Increased Value Clause	9. Increased Value Clause
保險權益事項 (Benefit of Insurance)	15. Not to Inure Clause	10. Not to Inure Clause
減輕損失事項 (Minimising Losses)	16. Duty of Assured Clause	11. Duty of Assured Clause
	17. Waiver Clause	12. Waiver Clause
避免遲延事項 (Avoidance of Delay)	18 Reasonable Despatch Clause	13 Reasonable Despatch Clause
法律與慣例 Law and Practice	19. English Law and Practice Clause	14. English Law and Practice Clause
Note 鄭鎮樑 僅供中華民國產物保險核保學會研 討會使用		54

2009IWC(Cargo)之修改

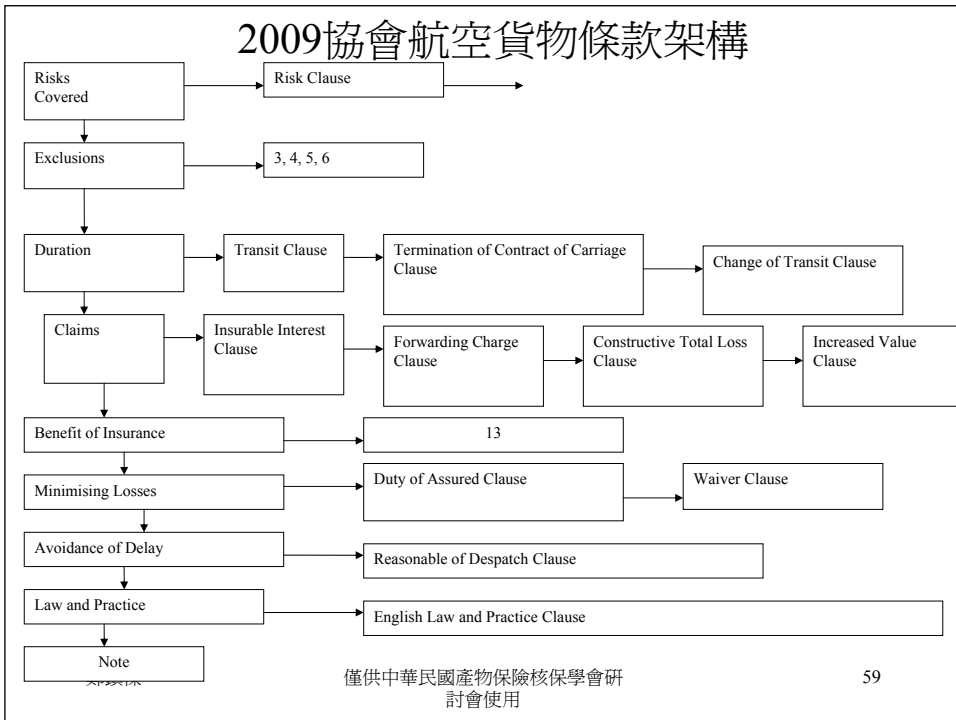
- 同ICC(A)之修改模式



ICC(A) VS ICC(Air)(excluding sendings by post)(1)		
	ICC(A)	ICC(Air)(excluding sendings by post)
承保之危險項目 (Risk Covered)	1.Risk Clause	1.Risk Clause
	2.General Average Clause	
	3.Both to Blame Collision Clause	
不保事項 (Exclusion)	4.General Exclusion Clause	2 General Exclusion Clause
	5.Unseaworthiness and Unfitness Exclusion Clause	
	6.War Exclusion Clause	3.War Exclusion Clause
	7.Strikes Exclusion Clause	4.Strikes Exclusion Clause
保險期間 (Duration)	8.Transit Clause	5.Transit Clause
	9.Termination of Contract of Carriage Clause	6.Termination of Contract of Carriage Clause
	10.Change of Voyage Clause	7.Change of Transit Clause.

ICC(A) VS ICC (Air) (excluding sendings by post)(2)		
理賠事項 (Claims)	11.Insurable Interest Clause	8 Insurable Interest Clause
	12Forwarding Charge Clause	9 Forwarding Charge Clause
	13Constructive Total Clause	10Constructive Total Clause
	14Increased Value Clause	11Increased Value Clause
保險權益事項 (Benefit of Insurance)	15.Not to Inure Clause	12.Not to Inure Clause
減輕損失事項 (Minimising Losses)	16.Duty of Assured Clause	13.Duty of Assured Clause
	17.Waiver Clause	14.Waiver Clause
避免遲延事項 (Avoidance of Delay)	18Reasonable Despatch Clause	15 Reasonable Despatch Clause
法律與慣例Law and Practice	19.English Law and Practice Clause	16.English Law and Practice Clause
Note	鄭鎮樑	58

2009協會航空貨物條款架構



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2009協會航空貨物條款之修改

- 增加§2施救費用條款(Salvage Charge Clause)
- 餘同 ICC(A)之修改模式

§2施救費用條款(Salvage Charge Clause)

- **This insurance covers salvage charges incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 3, 4 and 5 below.**

2009年協會貨物航空戰爭險條款內容之變更

- 同前述2009年ICC(A)與IWC (Cargo)之關係與變更模式
- 增加§2施救費用條款(Salvage Charge Clause)

