



航道封鎖特約條款(兵險)

假如水道封閉是 1/10/83 協會船舶兵險及所有特約條款所列舉的事項所造成，針對所有同尺寸同吃水的船舶進行航道封鎖，致使船舶無法自港口、運河、航路及其他的地方航行到公海；或者，並無合理的跡象顯示該船能夠航行至公海(無論哪種情況先發生)，此皆構成推定全損並且是可受補償的。

爲了保險的目的，所稱“船舶喪失航行能力”包括但不限於，因下列原因所造成的船舶無法航行：

1. 任何非地震直接引起的實體障礙；或
2. 任何政府或當地行政機關之命令、通知或建議；或
3. 除非保險人能證明當時船長、船東、經理人或被保險人認爲船舶航行是不安全的決定是不合理的

不論所稱的喪失航行能力，是因爲單一或多次的意外、事件或原因所引起的



**BLOCKING AND TRAPPING CLAUSE (WAR)**

The inability of the Vessel to sail from any port, canal, waterway or other place to the High Seas either for a continuous period of 6 months or where there is no reasonable prospect of the Vessel becoming able to sail to the High Seas (whichever is the earlier) as a result of the closure of the connecting channel to all vessels of such size and draft is deemed to constitute a Constructive Total Loss and is recoverable hereunder provided that such closure has arisen through the blockage of the waterway from any cause enumerated in the Institute War and Strike Clauses – Hull – Time (1/10/83) together with all terms, conditions and special clauses of the War and Strike Policies as far as applicable.

For the purpose of this insurance the term “inability of the Vessel to sail” includes, but is not limited to, circumstances under which the vessel does not sail in consequence of:

1. any physical obstruction whatsoever (not directly caused by earthquake); or
2. any order, advice, or recommendation of any government or local authority; or
3. the Master, Owners, Managers or Assured deciding that it is unsafe for the vessel to sail unless Underwriters are able to prove that such decision was unreasonable in all the circumstances prevailing at the time;

and whether such inability to sail in consequence of one or more accidents or occurrences or reasons.