

96.8.30 兆產(96)備字第 0767 號函備查

客戶申訴及 24 小時服務專線:0800-053-588

Bulk Oil Clauses-Guaranteed Out-Turn

- 1) Against all risks of physical loss or damage from any external cause (excepting risks excluded by the F.C.& S. and Strikes, Riots and Civil Commotion warranties unless covered elsewhere herein), including contamination howsoever arising irrespective of percentage.
- 2) In the event of claim for leakage and/or shortage the difference between the quantity loaded as evidenced by the Bill of Lading and the quantity discharged determined by the outturn survey report shall be accepted as sufficient evidence of insured loss but claims subject to a deductible of one-half of one percent (1/2 of 1%) unless caused by stranding, sinking, burring,, fire, collision or contact of the vessel and/or craft and/or conveyance with any external substance (ice included) other than water or explosion in which event there shall be no deduction for normal shortage.
- 3) Warranted by the Assured that ship's tanks be cleaned, tested and approved prior to loading of cargo and a certificate therefore be given by a surveyor approved by these Assurers at port of loading.

This Clause does not apply in respect of shipments of crude oil.

Warranted the cargo shall be analyzed(not apply to crude oil),gauged and/or weighted and temperatures of cargo shall be taken and certificate issued in accordance therewith.

- 4) In the event of cargo insured being intended for loading or discharge into tank barges. lighters or tank cars for conveyance to/from shore tanks, warranted by the Assured that prior to loading into such conveyance, a certificate that same has been approved shall be obtained from a surveyor approved by these Assurers.
- 5) Surveyor approved by these assurers shall be notified and a survey made of the tanks prior to discharge for purpose of taking temperature of cargo at time of discharge and for the general purposes of checking, gauging or measurement of the outturn of the cargo from tanks.

CLAIM AGENTS OF THESE ASSURERS ARE AUTHORIZED TO APPROVE SURVEYORS.

- 6) Should the surveyor issue a certificate showing a difference in weight, the amount of such difference shall be determined by comparison of the survey at port of loading and the report of survey at discharge, which surveys shall be considered as final.
- 7) If a claim is to be filed for contamination, then in order to ascertain the measure of damage through contamination as provided for herein, test or tests shall be made by a chemist approved by this Company.

With respect to such contamination losses, underwriters shall be liable for the actual cost of reconditioning including all expenses incidental thereto which are necessary to bring the cargo back to its original condition, less, however, the normal expenses of refining in cases where the cargo was intended for refining Underwriters are also to pay for loss in weight and depreciation on such part of the cargo which could not be brought back to its original condition. All such losses are payable irrespective of percentage.

- 8) All surveys and chemical analyses to be at the expense of the Assured except that in the event of loss, the Assurers shall be liable only for the enhancement of the cost of surveys and/or analyses to determine the amount of the claim.
- 9) In the event surveys are not conducted as required in Clauses Nos.3, 4 and 5, this insurance is subject to the terms and conditions of "Bulk Oil Clauses" SP13C.