



兆豐產物保險股份有限公司
Chung Kuo Insurance Company, Limited

96.12.24 兆產(96)備字第 1311 號函備查

客戶申訴及 24 小時服務專線:0800-053-588

LNG CLAUSES (A)

RISKS COVERED

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| 1. | This insurance covers, except as provided in Clauses 4, 5, 6 and 7 below, | RISKS CLAUSE |
| 1.1 | all risks of loss of or damage to the subject-matter insured | |
| 1.2 | loss of the subject-matter insured, or expense, consequent upon delay arising from loss of, damage to or latent defect in, the hull, machinery and/or equipment of the carrying vessel by a peril covered by the Institute Time Clauses - Hulls. | |

Claims recoverable hereunder shall be payable in excess of customary boil-off and the amount of the subject-matter insured retained in tanks to comply with cooling requirements during the ballast voyage.

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| 2. | This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment 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 or elsewhere in this insurance. | GENERAL
AVERAGE
CLAUSE |
| 3. | This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by Shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claims. | "BOTH TO
BLAME
COLLISION"
CLAUSE |

EXCLUSIONS

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|----|---------------------------------------|-------------------------------|
| 4. | In no case shall this insurance cover | GENERAL
EXCLUSIONS |
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| 4.1 | loss damage or expense attributable to willful misconduct of the Assured | CLAUSE |
| 4.2 | ordinary leakage or ordinary loss in weight or volume | |
| 4.3 | loss damage or expense caused by insufficiency or unsuitability of preparation of the subject-matter insured | |
| 4.4 | loss damage or expense caused by inherent vice or nature of the subject-matter insured | |
| 4.5 | loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except as provided under Clause 1.2, and expenses payable under Clause 2, above) | |
| 4.6 | loss damage or expense arising from insolvency or financial default of the owners managers Charterers or operators of the vessel | |
| 4.7 | loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter. | |
| 5. | | |
| 5.1 | In no case shall this insurance cover loss damage or expense arising from unseaworthiness of vessel, unfitness of vessel for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein. | UNSEAWORTHINESS AND UNFITNESS EXCLUSION CLAUSE |
| 5.2 | The Underwriters 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, unless the Assured or their servants are privy to such unseaworthiness or unfitness. | |
| 6. | In no case shall this insurance cover loss damage or expense caused by | WAR EXCLUSION |
| 6.1 | war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power | |
| 6.2 | capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat | |
| 6.3 | derelict mines torpedoes bombs or other derelict weapons of war. | |

- 7. In no case shall this insurance cover loss damage or expense
- 7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
- 7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
- 7.3 caused by any terrorist or any person acting from a political motive.

**STRIKES
EXCLUSION
CLAUSE**

DURATION

- 8.
- 8.1 This insurance attaches from the time the subject-matter insured leaves the tanks at tanks at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates on delivery into the tanks at the port of destination named herein.
- 8.2 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 Shipowners or Charterers under the contract of affreightment.
- 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 delivery of the subject-matter insured as provided for in Clause 8 above, then this insurance shall also terminate unless prompt notice is given to the Underwriters and continuation of cover is requested when insurance shall remain in force, subject to an additional premium if required by the Underwriters, either
- 9.1 until the subject-matter insured is sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 48 hours after arrival of the goods hereby insured at such port or place, whichever shall first occur,

**TRANSIT
CLAUSE**

**TERMINATION
OF CONTRACT
OF CARRIAGE
CLAUSE**

or

9.2 if the subject-matter insured is forwarded within the said period of 48 hours (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.

10. Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.

**CHANGE OF
VOYAGE
CLAUSE**

CLAIMS

11.

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.

**INSURABLE
INTEREST
CLAUSE**

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 Underwriters were not.

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 Underwriters 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 hereunder.

**FORWARDING
CHARGES
CLAUSE**

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 Servants.

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 its value on arrival.

**CONSTRUCTIVE
TOTAL LOSS
CLAUSE**

BENEFIT OF INSURANCE

14. This insurance shall not inure to the benefit of the carrier or other bailee.

**NOT TO
INURE
CLAUSE**

MINIMISING LOSSES

15. It is the duty of the Assured and their Servants and Agents in respect of loss recoverable hereunder

**DUTY OF
ASSURED
CLAUSE**

15.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss,

and

15.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised

and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

16. Measures taken by the Assured or the Underwriters 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.

**WAIVER
CLAUSE**

AVOIDANCE OF DELAY

17. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

**REASONABLE
DESPATCH**

LAW AND PRACTICE

18. This insurance is subject to English law and practice.

**ENGLISH LAW
AND PRACTICE
CLAUSE**

NOTE:- It is necessary for the Assured when they 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.