



บรรณานุกรม

ภาษาไทย

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ภาคผนวก

ศูนย์วิทยทรัพยากร
จุฬาลงกรณ์มหาวิทยาลัย



ภาคผนวก ก .

ศูนย์วิจัยทรัพยากร
จุฬาลงกรณ์มหาวิทยาลัย

MARINE INSURANCE ACT, 1906

[6 EDW. 7. CH. 41.]

AN ACT TO CODIFY THE LAW RELATING TO MARINE INSURANCE
(21ST DECEMBER 1906.)

BE it enacted by the King's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows :

ARRANGEMENT OF SECTIONS

Marine Insurance.

Section.

1. Marine insurance defined.
2. Mixed sea and land risks.
3. Marine adventure and maritime perils defined.

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4. Avoidance of wagering or gaming contracts.
5. Insurable interest defined.
6. When interest must attach.
7. Defeasible or contingent interest.
8. Partial interest.
9. Re-insurance.
10. Bottomry.
11. Master's and seamen's wages.
12. Advance freight.
13. Charges of insurance.
14. Quantum of interest.
15. Assignment of interest.

Insurable Value.

16. Measure of insurable value.

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17. Insurance is uberrimae fidei.
18. Disclosure by assured.

19. Disclosure by agent effecting insurance.
20. Representations pending negotiation of contract.
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22. Contract must be embodied in policy.
23. What policy must specify.
24. Signature of insurer.
25. Voyage and time policies.
26. Designations of subject-matter.
27. Valued policy.
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29. Floating policy by ship or ships.
30. Construction of terms in policy.
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32. Double insurance.

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34. When breach of warranty excused.
35. Express warranties.
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38. Warranty of good safety.
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44. Sailing for different destination.
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59. Effect of transshipment, &c.
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68. Total loss.
69. Partial loss of ship.
70. Partial loss of freight.
71. Partial loss of goods, merchandise, &c.
72. Apportionment of valuation.
73. General average contributions and salvage charges.
74. Liabilities to third parties.
75. General provisions as to measure of indemnity.
76. Particular average warranties.
77. Successive losses.
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- 79. Right of subrogation.
- 80. Right of contribution.
- 81. Effect of under insurance.

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- 82. Enforcement of return.
- 83. Return by agreement.
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- 85. Modification of Act in case of mutual insurance.

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- 86. Ratification by assured.
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- 88. Reasonable time, &c., a question of fact.
- 89. Slip as evidence.
- 90. Interpretation of terms.
- 91. Savings.
- 92. Repeals.
- 93. Commencement.
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SCHEDULES.

Marine Insurance.

Marine Insurance defined.

1. A contract of marine insurance is a contract whereby the insurer undertakes to indemnify the assured, in manner and to the extent thereby agreed, against marine losses, that is to say, the losses incident to marine adventure.

Mixed sea and land risks.

2.—(1) A contract of marine insurance may, by its express terms, or by usage of trade, be extended so as to protect the assured against losses on inland waters or on any land risk which may be incidental to any sea voyage.

(2) Where a ship in course of building, or the launch of a ship, or any adventure analogous to a marine adventure, is covered by a policy in the form of a marine policy, the provisions of this Act, in so far as applicable, shall apply thereto; but, except as by this section provided, nothing in this Act shall alter or affect any rule

of law applicable to any contract of insurance other than a contract of marine insurance as by this Act defined.

Marine adventure and maritime perils defined.

3.—(1) Subject to the provisions of this Act, every lawful marine adventure may be the subject of a contract of marine insurance.

(2) In particular there is a marine adventure where—

- (a) Any ship goods or other moveables are exposed to maritime perils. Such property is in this Act referred to as “insurable property”;
- (b) The earning or acquisition of any freight, passage money, commission, profit, or other pecuniary benefit, or the security for any advances, loan, or disbursements, is endangered by the exposure of insurable property to maritime perils;
- (c) Any liability to a third party may be incurred by the owner of, or other person interested in or responsible for, insurable property, by reason of maritime perils.

“Maritime perils” means the perils consequent on, or incidental to, the navigation of the sea, that is to say, perils of the seas, fire, war perils, pirates, rovers, thieves, captures, seizures, restraints, and detentions of princes and peoples, jettisons, barratry, and any other perils, either of the like kind or which may be designated by the policy

Insurable Interest.

Avoidance of wagering or gaming contracts.

4.—(1) Every contract of marine insurance by way of gaming or wagering is void.

(2) A contract of marine insurance is deemed to be a gaming or wagering contract—

- (a) Where the assured has not an insurable interest as defined by this Act, and the contract is entered into with no expectation of acquiring such an interest; or
- (b) Where the policy is made “interest or no interest,” or “without further proof of interest than the policy itself,” or “without benefit of salvage to the insurer,” or subject to any other like term :

Provided that, where there is no possibility of salvage, a policy may be effected without benefit of salvage to the insurer.



Insurable interest defined.

5.—(1) Subject to the provisions of this Act, every person has an insurable interest who is interested in a marine adventure.

(2) In particular a person is interested in a marine adventure where he stands in any legal or equitable relation to the adventure or to any insurable property at risk therein, in consequence of which he may benefit by the safety or due arrival of insurable property, or may be prejudiced by its loss, or by damage thereto, or by the detention thereof, or may incur liability in respect thereof.

When interest must attach.

6.—(1) The assured must be interested in the subject-matter insured at the time of the loss though he need not be interested when the insurance is effected :

Provided that where the subject-matter is insured "lost or not lost," the assured may recover although he may not have acquired his interest until after the loss, unless at the time of effecting the contract of insurance the assured was aware of the loss, and the insurer was not.

(2) Where the assured has no interest at the time of the loss, he cannot acquire interest by any act or election after he is aware of the loss.

Defeasible or contingent interest.

7.—(1) A defeasible interest is insurable, as also is a contingent interest.

(2) In particular, where the buyer of goods has insured them, he has an insurable interest, notwithstanding that he might, at his election, have rejected the goods, or have treated them as at the seller's risk, by reason of the latter's delay in making delivery or otherwise.

Partial interest.

8. A partial interest of any nature is insurable.

Re-insurance.

9.—(1) The insurer under a contract of marine insurance has an insurable interest in his risk, and may re-insure in respect of it.

(2) Unless the policy otherwise provides, the original assured has no right or interest in respect of such re-insurance.

Bottomry.

10. The lender of money on bottomry or respondentia has an insurable interest in respect of the loan.

Master's and seamen's wages.

11. The master or any member of the crew of a ship has an insurable interest in respect of his wages.

Advance freight.

12. In the case of advance freight, the person advancing the freight has an insurable interest, in so far as such freight is not repayable in case of loss.

Charges of insurance.

13. The assured has an insurable interest in the charges of any insurance which he may effect.

Quantum of interest.

14.—(1) Where the subject-matter insured is mortgaged, the mortgagor has an insurable interest in the full value thereof, and the mortgagee has an insurable interest in respect of any sum due or to become due under the mortgage.

(2) A mortgagee, consignee, or other person having an interest in the subject-matter insured may insure on behalf and for the benefit of other persons interested as well as for his own benefit.

(3) The owner of insurable property has an insurable interest in respect of the full value thereof, notwithstanding that some third person may have agreed, or be liable, to indemnify him in case of loss.

Assignment of interest.

15. Where the assured assigns or otherwise parts with his interest in the subject-matter insured, he does not thereby transfer to the assignee his rights under the contract of insurance, unless there be an express or implied agreement with the assignee to that effect.

But the provisions of this section do not affect a transmission of interest by operation of law.

Insurable Value.**Measure of insurable value.**

16. Subject to any express provision or valuation in the policy, the insurable value of the subject-matter insured must be ascertained as follows :—

- (1) In insurance on ship, the insurable value is the value, at the commencement of the risk, of the ship, including her outfit, provisions and stores for the officers and

crew, money advanced for seamen's wages, and other disbursements (if any) incurred to make the ship fit for the voyage or adventure contemplated by the policy, plus the charges of insurance upon the whole :

The insurable value, in the case of a steamship, includes also the machinery, boilers, and coals and engine stores if owned by the assured, and, in the case of a ship engaged in a special trade, the ordinary fittings requisite for that trade :

- (2) In insurance on freight, whether paid in advance or otherwise, the insurable value is the gross amount of the freight at the risk of the assured, plus the charges of insurance :
- (3) In insurance on goods or merchandise, the insurable value is the prime cost of the property insured, plus the expenses of and incidental to shipping and the charges of insurance upon the whole :
- (4) In insurance on any other subject-matter, the insurable value is the amount at the risk of the assured when the policy attaches, plus the charges of insurance.

Disclosure and Representations.

Insurance is uberrimæ fidei.

17. A contract of marine insurance is a contract based upon the utmost good faith, and, if the utmost good faith be not observed by either party, the contract may be avoided by the other party.

Disclosure by assured.

18.—(1) Subject to the provisions of this section, the assured must disclose to the insurer, before the contract is concluded, every material circumstance which is known to the assured, and the assured is deemed to know every circumstance which, in the ordinary course of business, ought to be known by him. If the assured fails to make such disclosure, the insurer may avoid the contract.

(2) Every circumstance is material which would influence the judgment of a prudent insurer in fixing the premium, or determining whether he will take the risk.

(3) In the absence of enquiry the following circumstances need not be disclosed, namely :—

- (a) Any circumstance which diminishes the risk;
 - (b) Any circumstance which is known or presumed to be known to the insurer. The insurer is presumed to know matters of common notoriety or knowledge, and matters which an insurer in the ordinary course of his business, as such, ought to know;
 - (c) Any circumstance as to which information is waived by the insurer;
 - (d) Any circumstance which it is superfluous to disclose by reason of any express or implied warranty.
- (4) Whether any particular circumstance, which is not disclosed, be material or not is, in each case, a question of fact.
- (5) The term "circumstance" includes any communication made to, or information received by, the assured.

Disclosure by agent effecting insurance.

19. Subject to the provisions of the preceding section as to circumstances which need not be disclosed, where an insurance is effected for the assured by an agent, the agent must disclose to the insurer—

- (a) Every material circumstance which is known to himself, and an agent to insure is deemed to know every circumstance which in the ordinary course of business ought to be known by, or to have been communicated to, him; and
- (b) Every material circumstance which the assured is bound to disclose, unless it comes to his knowledge too late to communicate it to the agent.

Representations pending negotiation of contract.

20.—(1) Every material representation made by the assured or his agent to the insurer during the negotiations for the contract, and before the contract is concluded, must be true. If it be untrue the insurer may avoid the contract.

(2) A representation is material which would influence the judgment of a prudent insurer in fixing the premium, or determining whether he will take the risk.

(3) A representation may be either a representation as to a matter of fact, or as to a matter of expectation or belief.

(4) A representation as to a matter of fact is true, if it be substantially correct, that is to say, if the difference between what is

represented and what is actually correct would not be considered material by a prudent insurer.

(5) A representation as to a matter of expectation or belief is true if it be made in good faith.

(6) A representation may be withdrawn or corrected before the contract is concluded.

(7) Whether a particular representation be material or not is, in each case, a question of fact.

When contract is deemed to be concluded.

21. A contract of marine insurance is deemed to be concluded when the proposal of the assured is accepted by the insurer, whether the policy be then issued or not; and for the purpose of showing when the proposal was accepted, reference may be made to the slip or covering note or other customary memorandum of the contract, although it be unstamped.

The Policy.

Contract must be embodied in policy.

22. Subject to the provisions of any statute, a contract of marine insurance is inadmissible in evidence unless it is embodied in a marine policy in accordance with this Act. The policy may be executed and issued either at the time when the contract is concluded, or afterwards.

What policy must specify.

23. A marine policy must specify—

- (1) The name of the assured, or of some person who effects the insurance on his behalf :
- (2) The subject-matter insured and the risk insured against :
- (3) The voyage, or period of time, or both, as the case may be, covered by the insurance :
- (4) The sum or sums insured :
- (5) The name or names of the insurers.

Signature of Insurer.

24.—(1) A marine policy must be signed by or on behalf of the insurer, provided that in the case of a corporation the corporate seal may be sufficient, but nothing in this section shall be construed as requiring the subscription of a corporation to be under seal.

- (2) Where a policy is subscribed by or on behalf of two or more

insurers, each subscription, unless the contrary be expressed, constitutes a distinct contract with the assured.

Voyage and time policies.

25.—(1) Where the contract is to insure the subject-matter at and from, or from one place to another or others, the policy is called a "voyage policy", and where the contract is to insure the subject-matter for a definite period of time the policy is called a "time policy". A contract for both voyage and time may be included in the same policy.

(2) Subject to the provisions of section eleven of the Finance Act, 1901, a time policy which is made for any time exceeding twelve months is invalid.

Designation of subject-matter.

26.—(1) The subject-matter insured must be designated in a marine policy with reasonable certainty.

(2) The nature and extent of the interest of the assured in the subject-matter insured need not be specified in the policy.

(3) Where the policy designates the subject-matter insured in general terms, it shall be construed to apply to the interest intended by the assured to be covered.

(4) In the application of this section regard shall be had to any usage regulating the designation of the subject-matter insured.

Valued policy.

27.—(1) A policy may be either valued or unvalued.

(2) A valued policy is a policy which specifies the agreed value of the subject-matter insured.

(3) Subject to the provisions of this Act, and in the absence of fraud, the value fixed by the policy is, as between the insurer and assured, conclusive of the insurable value of the subject intended to be insured, whether the loss be total or partial.

(4) Unless the policy otherwise provides, the value fixed by the policy is not conclusive for the purpose of determining whether there has been a constructive total loss.

Unvalued policy.

28. An unvalued policy is a policy which does not specify the value of the subject-matter insured, but, subject to the limit of the sum insured, leaves the insurable value to be subsequently ascertained, in the manner herein-before specified.

Floating policy by ship or ships.

29.—(1) A floating policy is a policy which describes the insurance in general terms, and leaves the name of the ship or ships and other particulars to be defined by subsequent declaration.

(2) The subsequent declaration or declarations may be made by indorsement on the policy, or in other customary manner.

(3) Unless the policy otherwise provides, the declarations must be made in the order of dispatch or shipment. They must, in the case of goods, comprise all consignments within the terms of the policy, and the value of the goods, or other property must be honestly stated, but an omission or erroneous declaration may be rectified even after loss or arrival, provided the omission or declaration was made in good faith.

(4) Unless the policy otherwise provides, where a declaration of value is not made until after notice of loss or arrival, the policy must be treated as an unvalued policy as regards the subject-matter of that declaration.

Construction of terms in policy.

30.—(1) A policy may be in the form in the First Schedule to this Act.

(2) Subject to the provisions of this Act, and unless the context of the policy otherwise requires, the terms and expressions mentioned in the First Schedule to this Act shall be construed as having the scope and meaning in that schedule assigned to them.

Premium to be arranged.

31.—(1) Where an insurance is effected at a premium to be arranged, and no arrangement is made, a reasonable premium is payable.

(2) Where an insurance is effected on the terms that an additional premium is to be arranged in a given event, and that event happens but no arrangement is made, then a reasonable additional premium is payable.

Double Insurance.

Double insurance.

32.—(1) Where two or more policies are effected by or on behalf of the assured on the same adventure and interest or any part thereof, and the sums insured exceed the indemnity allowed by this Act, the assured is said to be over-insured by double insurance.

- (2) Where the assured is over-insured by double insurance—
- (a) The assured, unless the policy otherwise provides, may claim payment from the insurers in such order as he may think fit, provided that he is not entitled to receive any sum in excess of the indemnity allowed by this Act;
 - (b) Where the policy under which the assured claims is a valued policy, the assured must give credit as against the valuation for any sum received by him under any other policy without regard to the actual value of the subject-matter insured;
 - (c) Where the policy under which the assured claims is an unvalued policy he must give credit, as against the full insurable value, for any sum received by him under any other policy;
 - (d) Where the assured receives any sum in excess of the indemnity allowed by this Act, he is deemed to hold such sum in trust for the insurers, according to their right of contribution among themselves.

Warranties, &c.

Nature of warranty.

33.—(1) A warranty, in the following sections relating to warranties, means a promissory warranty, that is to say, a warranty by which the assured undertakes that some particular thing shall or shall not be done, or that some condition shall be fulfilled, or whereby he affirms or negatives the existence of a particular state of facts.

(2) A warranty may be express or implied.

(3) A warranty, as above defined, is a condition which must be exactly complied with, whether it be material to the risk or not. If it be not so complied with, then, subject to any express provision in the policy, the insurer is discharged from liability as from the date of the breach of warranty, but without prejudice to any liability incurred by him before that date.

When breach of warranty excused.

34.—(1) Non-compliance with a warranty is excused when, by reason of a change of circumstances, the warranty ceases to be applicable to the circumstances of the contract, or when compliance with the warranty is rendered unlawful by any subsequent law.

(2) Where a warranty is broken, the assured cannot avail himself of the defence that the breach has been remedied, and the warranty complied with, before loss.

(3) A breach of warranty may be waived by the insurer.

Express warranties.

35.—(1) An express warranty may be in any form of words from which the intention to warrant is to be inferred.

(2) An express warranty must be included in, or written upon, the policy, or must be contained in some document incorporated by reference into the policy.

(3) An express warranty does not exclude an implied warranty, unless it be inconsistent therewith.

Warranty of neutrality.

36.—(1) Where insurable property, whether ship or goods, is expressly warranted neutral, there is an implied condition that the property shall have a neutral character at the commencement of the risk, and that, so far as the assured can control the matter, its neutral character shall be preserved during the risk.

(2) Where a ship is expressly warranted "neutral" there is also an implied condition that, so far as the assured can control the matter, she shall be properly documented, that is to say, that she shall carry the necessary papers to establish her neutrality, and that she shall not falsify or suppress her papers, or use simulated papers. If any loss occurs through breach of this condition, the insurer may avoid the contract.

No implied warranty of nationality.

37. There is no implied warranty as to the nationality of a ship, or that her nationality shall not be changed during the risk.

Warranty of good safety.

38. Where the subject-matter insured is warranted "well" or "in good safety" on a particular day, it is sufficient if it be safe at any time during that day.

Warranty of seaworthiness of ship.

39.—(1) In a voyage policy there is an implied warranty that at the commencement of the voyage the ship shall be seaworthy for the purpose of the particular adventure insured.

(2) Where the policy attaches while the ship is in port, there is also an implied warranty that she shall, at the commencement

of the risk, be reasonably fit to encounter the ordinary perils of the port.

(3) Where the policy relates to a voyage which is performed in different stages, during which the ship requires different kinds of or further preparation or equipment, there is an implied warranty that at the commencement of each stage the ship is seaworthy in respect of such preparation or equipment for the purposes of that stage.

(4) A ship is deemed to be seaworthy when she is reasonably fit in all respects to encounter the ordinary perils of the seas of the adventure insured.

(5) In a time policy there is no implied warranty that the ship shall be seaworthy at any stage of the adventure, but where, with the privity of the assured, the ship is sent to sea in an unseaworthy state, the insurer is not liable for any loss attributable to unseaworthiness.

No implied warranty that goods are seaworthy.

40.—(1) In a policy on goods or other moveables there is no implied warranty that the goods or moveables are seaworthy.

(2) In a voyage policy on goods or other moveables there is an implied warranty that at the commencement of the voyage the ship is not only seaworthy as a ship, but also that she is reasonably fit to carry the goods or other moveables to the destination contemplated by the policy.

Warranty of legality.

41. There is an implied warranty that the adventure insured is a lawful one, and that, so far as the assured can control the matter, the adventure shall be carried out in a lawful manner.

The Voyage.

Implied condition as to commencement of risk.

42.—(1) Where the subject-matter is insured by a voyage policy "at and from" or "from" a particular place, it is not necessary that the ship should be at that place when the contract is concluded, but there is an implied condition that the adventure shall be commenced within a reasonable time, and that if the adventure be not so commenced the insurer may avoid the contract.

(2) The implied condition may be negatived by showing that the delay was caused by circumstances known to the insurer

before the contract was concluded, or by showing that he waived, the condition.

Alteration of port of departure.

43. Where the place of departure is specified by the policy, and the ship instead of sailing from that place sails from any other place, the risk does not attach.

Sailing for different destination.

44. Where the destination is specified in the policy, and the ship, instead of sailing for that destination, sails for any other destination, the risk does not attach.

Change of voyage.

45.—(1) Where, after the commencement of the risk, the destination of the ship is voluntarily changed from the destination contemplated by the policy, there is said to be a change of voyage.

(2) Unless the policy otherwise provides, where there is a change of voyage, the insurer is discharged from liability as from the time of change, that is to say, as from the time when the determination to change it is manifested; and it is immaterial that the ship may not in fact have left the course of voyage contemplated by the policy when the loss occurs.

Deviation.

46.—(1) Where a ship, without lawful excuse, deviates from the voyage contemplated by the policy, the insurer is discharged from liability as from the time of deviation, and it is immaterial that the ship may have regained her route before any loss occurs.

(2) There is a deviation from the voyage contemplated by the policy—

(a) Where the course of the voyage is specifically designated by the policy, and that course is departed from; or

(b) Where the course of the voyage is not specifically designated by the policy, but the usual and customary course is departed from.

(3) The intention to deviate is immaterial; there must be a deviation in fact to discharge the insurer from his liability under the contract.

Several ports of discharge.

47.—(1) Where several ports of discharge are specified by the policy, the ship may proceed to all or any of them, but, in

the absence of any usage or sufficient cause to the contrary, she must proceed to them, or such of them as she goes to, in the order designated by the policy. If she does not there is a deviation.

(2) Where the policy is to "ports of discharge", within a given area, which are not named, the ship must, in the absence of any usage or sufficient cause to the contrary, proceed to them, or such of them as she goes to, in their geographical order. If she does not there is a deviation.

Delay in voyage.

48. In the case of a voyage policy, the adventure insured must be prosecuted throughout its course with reasonable dispatch, and, if without lawful excuse it is not so prosecuted, the insurer is discharged from liability as from the time when the delay became unreasonable.

Excuses for deviation or delay.

49.—(1) Deviation or delay in prosecuting the voyage contemplated by the policy is excused—

- (a) Where authorised by any special term in the policy; or
- (b) Where caused by circumstances beyond the control of the master and his employer; or
- (c) Where reasonably necessary in order to comply with an express or implied warranty; or
- (d) Where reasonably necessary for the safety of the ship or subject-matter insured; or
- (e) For the purpose of saving human life, or aiding a ship in distress where human life may be in danger; or
- (f) Where reasonably necessary for the purpose of obtaining medical or surgical aid for any person on board the ship; or
- (g) Where caused by the barratrous conduct of the master or crew, if barratry be one of the perils insured against.

(2) When the cause excusing the deviation or delay ceases to operate, the ship must resume her course, and prosecute her voyage, with reasonable dispatch.

Assignment of Policy.

When and how policy is assignable.

50.—(1) A marine policy is assignable unless it contains terms expressly prohibiting assignment. It may be assigned either before or after loss.

(2) Where a marine policy has been assigned so as to pass the beneficial interest in such policy, the assignee of the policy is entitled to sue thereon in his own name; and the defendant is entitled to make any defence arising out of the contract which he would have been entitled to make if the action had been brought in the name of the person by or on behalf of whom the policy was effected.

(3) A marine policy may be assigned by indorsement thereon or in other customary manner.

Assured who has no interest cannot assign.

51. Where the assured has parted with or lost his interest in the subject-matter insured, and has not, before or at the time of so doing, expressly or impliedly agreed to assign the policy, any subsequent assignment of the policy is inoperative :

Provided that nothing in this section affects the assignment of a policy after loss.

The Premium.

When premium payable.

52. Unless otherwise agreed, the duty of the assured or his agent to pay the premium, and the duty of the insurer to issue the policy to the assured or his agent, are concurrent conditions, and the insurer is not bound to issue the policy until payment or tender of the premium.

Policy effected through broker.

53.—(1) Unless otherwise agreed, where a marine policy is effected on behalf of the assured by a broker, the broker is directly responsible to the insurer for the premium, and the insurer is directly responsible to the assured for the amount which may be payable in respect of losses, or in respect of returnable premium.

(2) Unless otherwise agreed, the broker has, as against the assured, a lien upon the policy for the amount of the premium and his charges in respect of effecting the policy; and, where he has dealt with the person who employs him as a principal, he has also a lien on the policy in respect of any balance on any insurance account which may be due to him from such person, unless when the debt was incurred he had reason to believe that such person was only an agent.

Effect of receipt on policy.

54. Where a marine policy effected on behalf of the assured

by a broker acknowledges the receipt of the premium, such acknowledgment is, in the absence of fraud, conclusive as between the insurer and the assured, but not as between the insurer and broker.

Loss and Abandonment.

Included and excluded losses.

55.—(1) Subject to the provisions of this Act, and unless the policy otherwise provides, the insurer is liable for any loss proximately caused by a peril insured against, but, subject as aforesaid, he is not liable for any loss which is not proximately caused by a peril insured against.

(2) In particular—

- (a) The insurer is not liable for any loss attributable to the wilful misconduct of the assured, but, unless the policy otherwise provides, he is liable for any loss proximately caused by a peril insured against, even though the loss would not have happened but for the misconduct or negligence of the master or crew;
- (b) Unless the policy otherwise provides, the insurer on ship or goods is not liable for any loss proximately caused by delay, although the delay be caused by a peril insured against;
- (c) Unless the policy otherwise provides, the insurer is not liable for ordinary wear and tear, ordinary leakage and breakage, inherent vice or nature of the subject-matter insured, or for any loss proximately caused by rats or vermin, or for any injury to machinery not proximately caused by maritime perils.

Partial and total loss.

56.—(1) A loss may be either total or partial. Any loss other than a total loss, as hereinafter defined, is a partial loss.

(2) A total loss may be either an actual total loss, or a constructive total loss.

(3) Unless a different intention appears from the terms of the policy, an insurance against total loss includes a constructive, as well as an actual, total loss.

(4) Where the assured brings an action for a total loss and the evidence proves only a partial loss, he may, unless the policy otherwise provides, recover for a partial loss.

(5) Where goods reach their destination in specie, but by reason

of obliteration of marks, or otherwise, they are incapable of identification, the loss, if any, is partial, and not total.

Actual total loss.

57.—(1) Where the subject-matter insured is destroyed, or so damaged as to cease to be a thing of the kind insured, or where the assured is irretrievably deprived thereof, there is an actual total loss.

(2) In the case of an actual total loss no notice of abandonment need be given.

Missing ship.

58. Where the ship concerned in the adventure is missing, and after the lapse of a reasonable time no news of her has been received, an actual total loss may be presumed.

Effect of transhipment, &c.

59. Where, by a peril insured against, the voyage is interrupted at an intermediate port or place, under such circumstances as, apart from any special stipulation in the contract of affreightment, to justify the master in landing and re-shipping the goods or other moveables, or in transshipping them, and sending them on to their destination, the liability of the insurer continues, notwithstanding the landing or transhipment.

Constructive total loss defined.

60.—(1) Subject to any express provision in the policy, there is a constructive total loss where the subject-matter insured is reasonably abandoned on account of its actual total loss appearing to be unavoidable, or because it could not be preserved from actual total loss without an expenditure which would exceed its value when the expenditure had been incurred.

(2) In particular, there is a constructive total loss—

(i) Where the assured is deprived of the possession of his ship or goods by a peril insured against, and (a) it is unlikely that he can recover the ship or goods, as the case may be, or (b) the cost of recovering the ship or goods, as the case may be, would exceed their value when recovered; or

(ii) In the case of damage to a ship, where she is so damaged by a peril insured against that the cost of repairing the damage would exceed the value of the ship when repaired.

In estimating the cost of repairs, no deduction is to be made in respect of general average contributions to those repairs payable by other interests, but account is to be taken of the expense of future salvage operations and of any future general average contributions to which the ship would be liable if repaired; or

- (iii) In the case of damage to goods, where the cost of repairing the damage and forwarding the goods to their destination would exceed their value on arrival.

Effect of constructive total loss.

61. Where there is a constructive total loss the assured may either treat the loss as a partial loss, or abandon the subject-matter insured to the insurer and treat the loss as if it were an actual total loss.

Notice of abandonment.

62.—(1) Subject to the provisions of this section, where the assured elects to abandon the subject-matter insured to the insurer, he must give notice of abandonment. If he fails to do so the loss can only be treated as a partial loss.

(2) Notice of abandonment may be given in writing, or by word of mouth, or partly in writing and partly by word of mouth, and may be given in any terms which indicate the intention of the assured to abandon his insured interest in the subject-matter insured unconditionally to the insurer.

(3) Notice of abandonment must be given with reasonable diligence after the receipt of reliable information of the loss, but where the information is of a doubtful character the assured is entitled to a reasonable time to make inquiry.

(4) Where notice of abandonment is properly given, the rights of the assured are not prejudiced by the fact that the insurer refuses to accept the abandonment.

(5) The acceptance of an abandonment may be either express or implied from the conduct of the insurer. The mere silence of the insurer after notice is not an acceptance.

(6) Where notice of abandonment is accepted the abandonment is irrevocable. The acceptance of the notice conclusively admits liability for the loss and the sufficiency of the notice.

(7) Notice of abandonment is unnecessary where, at the time when the assured receives information of the loss, there would be

no possibility of benefit to the insurer if notice were given to him.

(8) Notice of abandonment may be waived by the insurer.

(9) Where an insurer has re-insured his risk, no notice of abandonment need be given by him.

Effect of abandonment.

63.—(1) Where there is a valid abandonment the insurer is entitled to take over the interest of the assured in whatever may remain of the subject-matter insured, and all proprietary rights incidental thereto.

(2) Upon the abandonment of a ship, the insurer thereof is entitled to any freight in course of being earned, and which is earned by her subsequent to the casualty causing the loss, less the expenses of earning it incurred after the casualty; and, where the ship is carrying the owner's goods, the insurer is entitled to a reasonable remuneration for the carriage of them subsequent to the casualty causing the loss.

Partial Losses (Including Salvage and General Average and Particular Charges).

Particular average loss.

64.—(1) A particular average loss is a partial loss of the subject-matter insured, caused by a peril insured against, and which is not a general average loss.

(2) Expenses incurred by or on behalf of the assured for the safety or preservation of the subject-matter insured, other than general average and salvage charges, are called particular charges. Particular charges are not included in particular average.

Salvage charges.

65.—(1) Subject to any express provision in the policy, salvage charges incurred in preventing a loss by perils insured against may be recovered as a loss by those perils.

(2) "Salvage charges" means the charges recoverable under maritime law by a salvor independently of contract. They do not include the expenses of services in the nature of salvage rendered by the assured or his agents, or any person employed for hire by them, for the purpose of averting a peril insured against. Such expenses, where properly incurred, may be recovered as particular charges or as a general average loss, according to the circumstances under which they were incurred.

General average loss.

66.—(1) A general average loss is a loss caused by or directly consequential on a general average act. It includes a general average expenditure as well as a general average sacrifice.

(2) There is a general average act where any extraordinary sacrifice or expenditure is voluntarily and reasonably made or incurred in time of peril for the purpose of preserving the property imperilled in the common adventure.

(3) Where there is a general average loss, the party on whom it falls is entitled, subject to the conditions imposed by maritime law, to a rateable contribution from the other parties interested, and such contribution is called a general average contribution.

(4) Subject to any express provision in the policy, where the assured has incurred a general average expenditure, he may recover from the insurer in respect of the proportion of the loss which falls upon him; and, in the case of a general average sacrifice, he may recover from the insurer in respect of the whole loss without having enforced his right of contribution from the other parties liable to contribute.

(5) Subject to any express provision in the policy, where the assured has paid, or is liable to pay, a general average contribution in respect of the subject insured, he may recover therefor from the insurer.

(6) In the absence of express stipulation, the insurer is not liable for any general average loss or contribution where the loss was not incurred for the purpose of avoiding, or in connexion with the avoidance of, a peril insured against.

(7) Where ship, freight, and cargo, or any two of those interests are owned by the same assured, the liability of the insurer in respect of general average losses or contributions is to be determined as if those subjects were owned by different persons.

Measure of Indemnity.**Extent of liability of insurer for loss.**

67.—(1) The sum which the assured can recover in respect of a loss on a policy by which he is insured, in the case of an unvalued policy to the full extent of the insurable value, or, in the case of a valued policy to the full extent of the value fixed by the policy, is called the measure of indemnity.

(2) Where there is a loss recoverable under the policy, the insurer, or each insurer if there be more than one, is liable for such

proportion of the measure of indemnity as the amount of his subscription bears to the value fixed by the policy in the case of a valued policy, or to the insurable value in the case of an unvalued policy.

Total loss.

68. Subject to the provisions of this Act and to any express provision in the policy, where there is a total loss of the subject-matter insured—

- (1) If the policy be a valued policy, the measure of indemnity is the sum fixed by the policy :
- (2) If the policy be an unvalued policy, the measure of indemnity is the insurable value of the subject-matter insured.

Partial loss of ship.

69. Where a ship is damaged, but is not totally lost, the measure of indemnity, subject to any express provision in the policy, is as follows :—

- (1) Where the ship has been repaired, the assured is entitled to the reasonable cost of the repairs, less the customary deductions, but not exceeding the sum insured in respect of any one casualty :
- (2) Where the ship has been only partially repaired, the assured is entitled to the reasonable cost of such repairs, computed as above, and also to be indemnified for the reasonable depreciation, if any, arising from the unrepaired damage, provided that the aggregate amount shall not exceed the cost of repairing the whole damage, computed as above :
- (3) Where the ship has not been repaired, and has not been sold in her damaged state during the risk, the assured is entitled to be indemnified for the reasonable depreciation arising from the unrepaired damage, but not exceeding the reasonable cost of repairing such damage, computed as above.

Partial loss of freight.

70. Subject to any express provision in the policy, where there is a partial loss of freight, the measure of indemnity is such proportion of the sum fixed by the policy in the case of a valued policy, or of the insurable value in the case of an unvalued policy,

as the proportion of freight lost by the assured bears to the whole freight at the risk of the assured under the policy.

Partial loss of goods, merchandise, &c.

71. Where there is a partial loss of goods, merchandise, or other moveables, the measure of indemnity, subject to any express provision in the policy, is as follows :—

- (1) Where part of the goods, merchandise or other moveables insured by a valued policy is totally lost, the measure of indemnity is such proportion of the sum fixed by the policy as the insurable value of the part lost bears to the insurable value of the whole, ascertained as in the case of an unvalued policy :
- (2) Where part of the goods, merchandise, or other moveables insured by an unvalued policy is totally lost, the measure of indemnity is the insurable value of the part lost, ascertained as in case of total loss :
- (3) Where the whole or any part of the goods or merchandise insured has been delivered damaged at its destination, the measure of indemnity is such proportion of the the sum fixed by the policy in the case of a valued policy, or of the insurable value in the case of an unvalued policy, as the difference between the gross sound and damaged values at the place of arrival bears to the gross sound value :
- (4) "Gross value" means the wholesale price or, if there be no such price, the estimated value, with, in either case, freight, landing charges, and duty paid beforehand; provided that, in the case of goods or merchandise customarily sold in bond, the bonded price is deemed to be the gross value. "Gross proceeds" means the actual price obtained at a sale where all charges on sale are paid by the sellers.

Apportionment of valuation.

72.—(1) Where different species of property are insured under a single valuation, the valuation must be apportioned over the different species in proportion to their respective insurable values, as in the case of an unvalued policy. The insured value of any part of a species is such proportion of the total insured value of the same as the insurable value of the part bears to the insurable

value of the whole, ascertained in both cases as provided by this Act.

(2) Where a valuation has to be apportioned, and particulars of the prime cost of each separate species, quality, or description of goods cannot be ascertained, the division of the valuation may be made over the net arrived sound values of the different species, qualities, or descriptions of goods.

General average contributions and salvage charges.

73.—(1) Subject to any express provision in the policy, where the assured has paid, or is liable for, any general average contribution, the measure of indemnity is the full amount of such contribution, if the subject-matter liable to contribution is insured for its full contributory value; but, if such subject-matter be not insured for its full contributory value, or if only part of it be insured, the indemnity payable by the insurer must be reduced in proportion to the under insurance, and where there has been a particular average loss which constitutes a deduction from the contributory value, and for which the insurer is liable, that amount must be deducted from the insured value in order to ascertain what the insurer is liable to contribute.

(2) Where the insurer is liable for salvage charges the extent of his liability must be determined on the like principle.

Liabilities to third parties.

74. Where the assured has effected an insurance in express terms against any liability to a third party, the measure of indemnity, subject to any express provision in the policy, is the amount paid or payable by him to such third party in respect of such liability.

General provisions as to measure of indemnity.

75.—(1) Where there has been a loss in respect of any subject-matter not expressly provided for in the foregoing provisions of this Act, the measure of indemnity shall be ascertained, as nearly as may be, in accordance with those provisions, in so far as applicable to the particular case.

(2) Nothing in the provisions of this Act relating to the measure of indemnity shall affect the rules relating to double insurance, or prohibit the insurer from disproving interest wholly or in part, or from showing that at the time of the loss the whole or any part of the subject-matter insured was not at risk under the policy.

Particular average warranties.

76.—(1) Where the subject-matter insured is warranted free from particular average, the assured cannot recover for a loss of part, other than a loss incurred by a general average sacrifice, unless the contract contained in the policy be apportionable; but, if the contract be apportionable, the assured may recover for a total loss of any apportionable part.

(2) Where the subject-matter insured is warranted free from particular average, either wholly or under a certain percentage, the insurer is nevertheless liable for salvage charges, and for particular charges and other expenses properly incurred pursuant to the provisions of the suing and labouring clause in order to avert a loss insured against.

(3) Unless the policy otherwise provides, where the subject-matter insured is warranted free from particular average under a specified percentage, a general average loss cannot be added to a particular average loss to make up the specified percentage.

(4) For the purpose of ascertaining whether the specified percentage has been reached, regard shall be had only to the actual loss suffered by the subject-matter insured. Particular charges and the expenses of and incidental to ascertaining and proving the loss must be excluded.

Successive losses.

77.—(1) Unless the policy otherwise provides, and subject to the provisions of this Act, the insurer is liable for successive losses, even though the total amount of such losses may exceed the sum insured.

(2) Where, under the same policy, a partial loss; which has not been repaired or otherwise made good, is followed by a total loss, the assured can only recover in respect of the total loss :

Provided that nothing in this section shall affect the liability of the insurer under the suing and labouring clause.

Suing and labouring clause.

78.—(1) Where the policy contains a suing and labouring clause, the engagement thereby entered into is deemed to be supplementary to the contract of insurance, and the assured may recover from the insurer any expenses properly incurred pursuant to the clause, notwithstanding that the insurer may have paid for a total loss, or that the subject-matter may have been warranted

free from particular average, either wholly or under a certain percentage.

(2) General average losses and contributions and salvage charges, as defined by this Act, are not recoverable under the suing and labouring clause.

(3) Expenses incurred for the purpose of averting or diminishing any loss not covered by the policy are not recoverable under the suing and labouring clause.

(4) It is the duty of the assured and his agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimising a loss.

Rights of Insurer on Payment.

Right of subrogation.

79.—(1) Where the insurer pays for a total loss, either of the whole, or in the case of goods of any apportionable part, of the subject-matter insured, he thereupon becomes entitled to take over the interest of the assured in whatever may remain of the subject-matter so paid for, and he is thereby subrogated to all the rights and remedies of the assured in and in respect of that subject-matter as from the time of the casualty causing the loss.

(2) Subject to the foregoing provisions, where the insurer pays for a partial loss, he acquires no title to the subject-matter insured, or such part of it as may remain, but he is thereupon subrogated to all rights and remedies of the assured in and in respect of the subject-matter insured as from the time of the casualty causing the loss, in so far as the assured has been indemnified, according to this Act, by such payment for the loss.

Right of contribution.

80.—(1) Where the assured is over-insured by double insurance, each insurer is bound, as between himself and the other insurers, to contribute rateably to the loss in proportion to the amount for which he is liable under his contract.

(2) If any insurer pays more than his proportion of the loss, he is entitled to maintain an action for contribution against the other insurers, and is entitled to the like remedies as a surety who has paid more than his proportion of the debt.

Effect of under insurance.

81. Where the assured is insured for an amount less than the insurable value or, in the case of a valued policy, for an amount

less than the policy valuation, he is deemed to be his own insurer in respect of the uninsured balance.

Return of Premium.

Enforcement of return.

82. Where the premium, or a proportionate part thereof is, by this Act, declared to be returnable—

- (a) If already paid, it may be recovered by the assured from the insurer; and
- (b) If unpaid, it may be retained by the assured or his agent.

Return by agreement.

83. Where the policy contains a stipulation for the return of the premium, or a proportionate part thereof, on the happening of a certain event, and that event happens, the premium, or, as the case may be, the proportionate part thereof, is thereupon returnable to the assured.

Return for failure of consideration.

84.—(1) Where the consideration for the payment of the premium totally fails, and there has been no fraud or illegality on the part of the assured or his agents, the premium is thereupon returnable to the assured.

(2) Where the consideration for the payment of the premium is apportionable and there is a total failure of any apportionable part of the consideration, a proportionate part of the premium is, under the like conditions, thereupon returnable to the assured.

(3) In particular—

(a) Where the policy is void, or is avoided by the insurer as from the commencement of the risk, the premium is returnable, provided that there has been no fraud or illegality on the part of the assured; but if the risk is not apportionable, and has once attached, the premium is not returnable:

(b) Where the subject-matter insured, or part thereof, has never been imperilled, the premium, or, as the case may be, a proportionate part thereof, is returnable:

Provided that where the subject-matter has been insured "lost or not lost" and has arrived in safety at the time when the contract is concluded, the premium is not returnable unless, at such time, the insurer knew of the safe arrival.

- (c) Where the assured has no insurable interest throughout the currency of the risk, the premium is returnable, provided that this rule does not apply to a policy effected by way of gaming or wagering;
- (d) Where the assured has a defeasible interest which is terminated during the currency of the risk, the premium is not returnable;
- (e) Where the assured has over-insured under an unvalued policy, a proportionate part of the premium is returnable;
- (f) Subject to the foregoing provisions, where the assured has over-insured by double insurance, a proportionate part of the several premiums is returnable :

Provided that, if the policies are effected at different times, and any earlier policy has at any time borne the entire risk, or if a claim has been paid on the policy in respect of the full sum insured thereby, no premium is returnable in respect of that policy, and when the double insurance is effected knowingly by the assured no premium is returnable.

Mutual Insurance.

Modification of Act in case of mutual insurance.

85.—(1) Where two or more persons mutually agree to insure each other against marine losses there is said to be a mutual insurance.

(2) The provisions of this Act relating to the premium do not apply to mutual insurance, but a guarantee, or such other arrangement as may be agreed upon, may be substituted for the premium.

(3) The provisions of this Act, in so far as they may be modified by the agreement of the parties, may in the case of mutual insurance be modified by the terms of the policies issued by the association, or by the rules and regulations of the association.

(4) Subject to the exceptions mentioned in this section, the provisions of this Act apply to a mutual insurance.

Supplemental.

Ratification by assured.

86. Where a contract of marine insurance is in good faith effected by one person on behalf of another, the person on whose behalf it is effected may ratify the contract even after he is aware of a loss.

Implied obligations varied by agreement or usage.

87.—(1) Where any right, duty, or liability would arise under a contract of marine insurance by implication of law, it may be negatived or varied by express agreement, or by usage, if the usage be such as to bind both parties to the contract.

(2) The provisions of this section extend to any right, duty, or liability declared by this Act which may be lawfully modified by agreement.

Reasonable time, &c., a question of fact.

88. Where by this Act any reference is made to reasonable time, reasonable premium, or reasonable diligence, the question what is reasonable is a question of fact.

Slip as evidence.

89. Where there is a duly stamped policy, reference may be made, as heretofore, to the slip or covering note, in any legal proceeding.

Interpretation of terms.

90. In this Act, unless the context or subject-matter otherwise requires—

“ Action ” includes counter-claim and set off :

“ Freight ” includes the profit derivable by a shipowner from the employment of his ship to carry his own goods or moveables, as well as freight payable by a third party, but does not include passage money :

“ Moveables ” means any moveable tangible property, other than the ship, and includes money, valuable securities, and other documents ;

“ Policy ” means a marine policy.

Savings.

91.—(1) Nothing in this Act, or in any repeal effected thereby, shall affect—

- (a) The provisions of the Stamp Act, 1891, or any enactment for the time being in force relating to the revenue ;
- (b) The provisions of the Companies Act, 1862, or any enactment amending or substituted for the same ;
- (c) The provisions of any statute not expressly repealed by this Act.

(2) The rules of the common law including the law merchant,

save in so far as they are inconsistent with the express provisions of this Act, shall continue to apply to contracts of marine insurance.

Repeals.

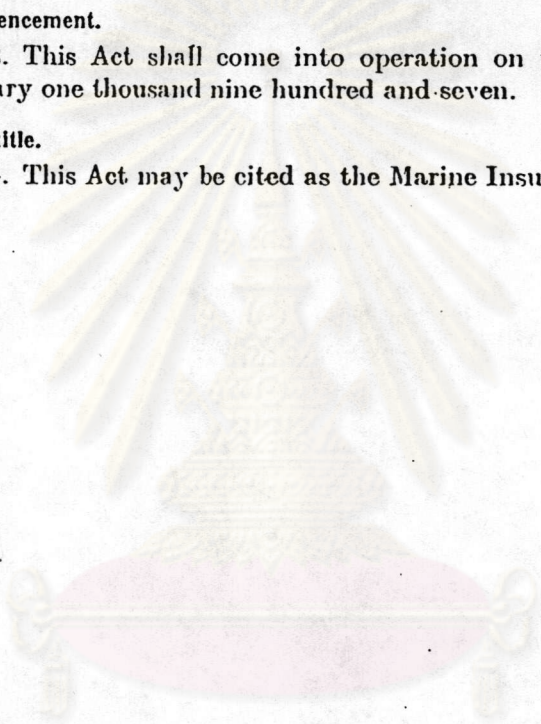
92. The enactments mentioned in the Second Schedule to this Act are hereby repealed to the extent specified in that schedule.

Commencement.

93. This Act shall come into operation on the first day of January one thousand nine hundred and seven.

Short title.

94. This Act may be cited as the Marine Insurance Act, 1906.



ศูนย์วิทยทรัพยากร
จุฬาลงกรณ์มหาวิทยาลัย

FIRST SCHEDULE

Form of Policy

BE IT KNOWN THAT

as well in

own name as for and in the name and names of all and every other person or persons to whom the same doth, may, or shall appertain, in part or in all doth make assurance and cause

and them, and every of them, to be insured lost or not lost, at and from

Upon any kind of goods and merchandises, and also upon the body, tackle, apparel, ordnance, munition, artillery, boat, and other furniture, of and in the good ship vessel called the

whereof is master under God, for this present voyage,

or whosoever else shall go for master in the said ship, or by whatsoever other name or names the said ship, or the master thereof, is or shall be named or called; beginning the adventure upon the said goods and merchandises from the loading thereof aboard the said ship,

Upon the said ship &c.

and so shall continue and endure, during her abode there, upon the said ship, &c. And further, until the said ship, with all her ordnance, tackle, apparel, &c., and goods and merchandises whatsoever shall be arrived at

upon the said ship, &c., until she hath moored at anchor twenty-four hours in good safety; and upon the goods and merchandises, until the same be there discharged and safely landed. And it shall be lawful for the said ship, &c., in this voyage, to proceed and sail to and touch and stay at any ports or places whatsoever

without prejudice to this insurance. The said ship, &c., goods and merchandises &c., for so much as concerns the assured by agreement between the assured and assurers in this policy, are and shall be valued at

Touching the adventures and perils which we the assurers are contented to bear and do take upon us in this voyage: they are of the seas, men of war fire, enemies, pirates, rovers, thieves, jettisons, letters of mart and countermart, surprisals, takings at sea, arrests, restraints, and detainments of all kings, princes, and people, of what nation, condition, or quality soever, barratry of the master and mariners, and of all other perils, losses, and misfortunes, that have or shall come to the hurt, detriment, or damage of the said goods and merchandises, and ship, &c., or any part thereof. And in case of any loss or misfortune it shall be lawful to the assured, their factors servants and assigns, to sue, labour, and travel for, in and about the defence, safeguards, and recovery of the said goods and merchandises, and ship, &c., or any part thereof. without prejudice to his insurance; to the charges whereof we, the assurers, will contribute each one according

to the rate and 3 quantity of his sum herein assured. And it is especially declared and agreed that no acts of the insurer or insured in recovering, saving, or preserving the property insured shall be considered as a waiver, or acceptance of abandonment. And it is agreed by us, the insurers, that this writing or policy of assurance shall be of as much force and effect as the surest writing or policy of assurance heretofore made in Lombard Street, or in the Royal Exchange, or elsewhere in London. And so we, the assurers, are contented, and do hereby promise and bind ourselves, each one for his own part, out heirs, ececutors, for the true performance of the premises, confessing ourselves paid Šthe consideration due unto us for this assurance by the assured, at and after the rate of

In Witness whereof we, the assurers, have subscribed our names and sums assured in London

N.B.-Corn, fish, salt, fruit, flour, and seed are warranted free from average, unless general, or the ship be stranded-sugar, tobacco, hemp, flax, hides and skins are warranted free from average, under five pounds per cent., and all other goods, also the ship and freight, are warranted free from average, under three pounds per cent unless general, or the ship be stranded.

RULES FOR CONSTRUCTION OR POLICY

The following are the rules referred to by this Act for the construction of a policy in the above or other like form, where the context does not otherwise require:

1. Where the subject-matter is insured "lost or not lost", and the loss has occurred before the contract is concluded, the risk attaches unless, at such time the assured was aware of the loss, and the insurer was not.
2. Where the subject-matter is insured "from" a particular place, the risk does not attach until the ship starts on the voyage insured.
3. (a) Where a ship is insured "at and from" a particular place, and she is at that place in good safety when the contract is concluded, the risk attaches immediidely.
 - (b) If she be not at that place when the contract is concluded, the risk attaches as soon as she arrives there in good safety, and, unless the policy otherwise provides, it is immaterial that she is covered by another policy for a specified time after arrival.
 - (c) Where chartered freight is insured "at and from" a particular place, and the ship is at that place in good safety when the contract is concluded the risk attaches immediately. If she be not there when the contract is concluded, the risk attaches as soon as she arrives there in good safety. Š
 - (d) Where freight, other than chartered freight, is payable without special conditions and is insured "at and from" a particular place, the risk attaches pro rata as the goods or merchandise are shipped; provided that if there be cargo in readiness which belongs to the

shipowner, or which some other person has contracted with him to ship, the risk attaches as soon as the ship is ready to receive such cargo.

4. Where goods or other moveables are insured "from the loading thereof" the risk does not attach until such goods or moveables are actually on board, and the insurer is not liable for them while in transit from the shore to the ship.

5. Where the risk on goods or other moveables continues until they are "safely landed", they must be landed in the customary manner and within a reasonable time after arrival at the port of discharge, and if they are not so landed the risk ceases.

6. In the absence of any further license or usage, the liberty to touch and stay "at any port or place whatsoever" does not authorise the ship to depart from the course of her voyage from the port of departure to the port of destination.

7. The term "perils of the seas" refers only to fortuitous accidents or Casualties of the seas. It does not include the ordinary action of the winds and waves. §

8. The term "pirates" includes passengers who mutiny and rioters who attack the ship from the shore.

9. The term "thieves" does not cover clandestine theft or a theft committed by any one of the ship's company, whether crew or passengers.

10. The term "arrest, &c., of kings, princes, and people" refers to political or executive acts, and does not include a loss caused by riot or by ordinary judicial process.

11. The term "barratry" includes every wrongful act wilfully committed by the master or crew to the prejudice of the owner, or as the case may be, the charterer.

12. The term "all other perils" includes only perils similar in kind to the perils specifically mentioned in the policy.

13. The term "average unless general" means a partial loss of the subject-matter insured other than a general average loss, and does not include "particular charges"

14. Where the ship has stranded, the insurer is liable for the excepted losses, although the loss is not attributable to the stranding, provided that when the stranding takes place the risk had attached and, if the policy be on goods, that the damaged goods are on board.

15. The term "ship" includes the hull, materials and outfit, stores and provisions for the officers and crew, and, in the case of vessels engaged in a special trade, the ordinary fittings requisite for the trade, and also, in the case of a steamship, the machinery, boilers, and coals and engine stores, if owned by the assured.

16. The term "freight" includes the profit derivable by a shipowner from the employment of his ship to carry his own goods or moveables, as well as freight payable by a third party, but does not include passage money.

17. The term "goods" means goods in the nature of merchandise, and does not include personal effects or provisions and stores for use on board.

In the absence of any usage to contrary, deck cargo and living animals must be insured specifically, and not under the general denomination of goods.



ศูนย์วิทยพัชกร
จุฬาลงกรณ์มหาวิทยาลัย



ภาคผนวก ข .

ศูนย์วิทยทรัพยากร
จุฬาลงกรณ์มหาวิทยาลัย

In all communications please quote the following reference	

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Lloyd's Marine Policy



The Assured is requested to read this Policy and, if it is incorrect, return it immediately for alteration to:

ศูนย์วิทยุโทรพยากร
จุฬาลงกรณ์มหาวิทยาลัย

FOR CARGO INSURANCES ONLY

In the event of loss or damage which may result in a claim under this Insurance, immediate notice must be given to the Lloyd's Agent at the port or place where the loss or damage is discovered in order that he may examine the goods and issue a survey report.

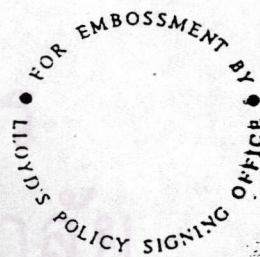


Lloyd's Marine Policy

We, The Underwriters, hereby agree, in consideration of the payment to us by or on behalf of the Assured of the premium specified in the Schedule, to insure against loss damage liability or expense in the proportions and manner hereinafter provided. Each Underwriting Member of a Syndicate whose definitive number and proportion is set out in the following Table shall be liable only for his own share of his respective Syndicate's proportion

In Witness whereof the General Manager of Lloyd's Policy Signing Office has subscribed his Name on behalf of each of Us.

LLOYD'S POLICY SIGNING OFFICE
General Manager



This insurance is subject to English jurisdiction.

MAR

LPO 62A (1.1.82) Printed by The Carlton Berry Co. Ltd

SCHEDULE

263

POLICY NUMBER

NAME OF ASSURED

VESSEL

VOYAGE OR PERIOD OF INSURANCE

SUBJECT-MATTER INSURED

AGREED VALUE
(if any)

AMOUNT INSURED HEREUNDER

PREMIUM

CLAUSES, ENDORSEMENTS, SPECIAL CONDITIONS AND WARRANTIES

ศูนย์วิทยพัชกร
จุฬาลงกรณ์มหาวิทยาลัย

THE ATTACHED CLAUSES AND ENDORSEMENTS FORM PART OF THIS POLICY



ศูนย์วิทยทรัพย์ากร
จุฬาลงกรณ์มหาวิทยาลัย

The List of Underwriting Members of Lloyd's mentioned in the above Table shows their respective Syndicates and shares therein and is deemed to be incorporated in and to form part of this Policy: It is available for inspection at Lloyd's Policy Signing Office by the Assured or his or their representatives and a true copy of the material parts of it certified by the General Manager of Lloyd's Policy Signing Office will be furnished to the Assured on application.

1/1/82

INSTITUTE CARGO CLAUSES (A)

RISKS COVERED

- 1 This insurance covers all risks of loss of or damage to the subject-matter insured except as provided in Clauses 4, 5, 6 and 7 below. Risks Clause
- 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 claim. "Both to Blame Collision" Clause

EXCLUSIONS

- 4 In no case shall this insurance cover
- 4.1 loss damage or expense attributable to wilful misconduct of the Assured General Exclusions Clause
- 4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
- 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 4.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
- 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 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 and Unfitness Exclusion Clause
- unseaworthiness of vessel or craft, unfitness of vessel craft conveyance container or liftvan 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.
- 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
- 6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power War Exclusion Clause
- 6.2 capture seizure arrest restraint or detention (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 Strikes Exclusion Clause
- 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.

DURATION

- 8 8.1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either Transit Clause
- 8.1.1 on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein,
- 8.1.2 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, 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,
- or
- 8.1.3 on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge, whichever shall first occur.
- 8.2 If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.
- 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 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 goods 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 the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either*
- 9.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,
or
- 9.2 if the goods are forwarded within the said period of 60 days (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.*
- 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.
- 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.
- 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.
- 14 14.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo 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 herein bears to such total amount insured.
- In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.
- 14.2 Where this insurance is on Increased Value the following clause shall apply:
The agreed value of the cargo 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 cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.
- In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.
- BENEFIT OF INSURANCE**
- 15 This insurance shall not inure to the benefit of the carrier or other bailee.
- MINIMISING LOSSES**
- 16 It is the duty of the Assured and their servants 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 Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.
- 17 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.
- AVOIDANCE OF DELAY**
- 18 It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.
- LAW AND PRACTICE**
- 19 This insurance is subject to English law and practice.

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.

1/1/82

INSTITUTE CARGO CLAUSES (B)

RISKS COVERED

- 1 This insurance covers, except as provided in Clauses 4, 5, 6 and 7 below,
- 1.1 loss of or damage to the subject-matter insured reasonably attributable to
 - 1.1.1 fire or explosion
 - 1.1.2 vessel or craft being stranded grounded sunk or capsized
 - 1.1.3 overturning or derailment of land conveyance
 - 1.1.4 collision or contact of vessel craft or conveyance with any external object other than water
 - 1.1.5 discharge of cargo at a port of distress
 - 1.1.6 earthquake volcanic eruption or lightning.
 - 1.2 loss of or damage to the subject-matter insured caused by
 - 1.2.1 general average sacrifice
 - 1.2.2 jettison or washing overboard
 - 1.2.3 entry of sea lake or river water into vessel craft hold conveyance container liftvan or place of storage.
 - 1.3 total loss of any package lost overboard or dropped whilst loading on to, or unloading from, vessel or craft.
- 2 This insurance covers general average and salvage charges, adjusted or determined according to the contract of affrighthment 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.
- 3 This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affrighthment "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 claim.

EXCLUSIONS

- 4 In no case shall this insurance cover
- 4.1 loss damage or expense attributable to wilful misconduct of the Assured
 - 4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
 - 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 4.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
 - 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 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 deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons
 - 4.8 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 or craft, unfitness of vessel craft conveyance container or liftvan 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
- 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
- 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, 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.

DURATION

- 8 8.1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either
- 8.1.1 on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein,
 - 8.1.2 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, 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,
 - or
 - 8.1.3 on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge, whichever shall first occur.

- 8.2 If, after discharge overseas from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.
- 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, reshipping 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 goods 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 the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either*
- 9.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,
- or
- 9.2 if the goods are forwarded within the said period of 60 days (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.*
- 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.
- 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.
- 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.
- 14 14.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo 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 herein bears to such total amount insured.
- In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.
- 14.2 **Where this insurance is on Increased Value the following clause shall apply:**
The agreed value of the cargo 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 cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.
- In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.
- BENEFIT OF INSURANCE**
- 15 This insurance shall not inure to the benefit of the carrier or other bailee.
- MINIMISING LOSSES**
- 16 It is the duty of the Assured and their servants 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 Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.
- 17 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.
- AVOIDANCE OF DELAY**
- 18 It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.
- LAW AND PRACTICE**
- 19 This insurance is subject to English law and practice.

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.

1/1/82

INSTITUTE CARGO CLAUSES (C)

RISKS COVERED

- 1** This insurance covers, except as provided in Clauses 4, 5, 6 and 7 below.
- 1.1 loss of or damage to the subject-matter insured reasonably attributable to
- 1.1.1 fire or explosion
- 1.1.2 vessel or craft being stranded grounded sunk or capsized
- 1.1.3 overturning or derailment of land conveyance
- 1.1.4 collision or contact of vessel craft or conveyance with any external object other than water
- 1.1.5 discharge of cargo at a port of distress,
- 1.2 loss of or damage to the subject-matter insured caused by
- 1.2.1 general average sacrifice
- 1.2.2 jettison.
- 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.
- 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 claim.

EXCLUSIONS

- 4** In no case shall this insurance cover
- 4.1 loss damage or expense attributable to wilful misconduct of the Assured
- 4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
- 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 4.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
- 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 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 deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons
- 4.8 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 or craft,
- unfitness of vessel craft conveyance container or liftvan 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.
- 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
- 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, 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

DURATION

- 8** 8.1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either
- 8.1.1 on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein,
- 8.1.2 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, 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,
- or
- 8.1.3 on the expiry of 60 days after completion of discharge overseas of the goods hereby insured from the oversea vessel at the final port of discharge,
- whichever shall first occur.

- 8.2 If, after discharge overseas from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.
- 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 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 goods 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 the insurance shall remain in force, subject to an additional premium if required by the Underwriters*, either
- 9.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,
or
- 9.2 if the goods are forwarded within the said period of 60 days (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.*
- 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.
- 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.
- 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.
- 14 14.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo 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 herein bears to such total amount insured.
- In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.
- 14.2 Where this insurance is on Increased Value the following clause shall apply:
The agreed value of the cargo 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 cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.
- In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.
- BENEFIT OF INSURANCE**
- 15 This insurance shall not inure to the benefit of the carrier or other bailee.
- MINIMISING LOSSES**
- 16 It is the duty of the Assured and their servants 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 Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.
- 17 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.
- AVOIDANCE OF DELAY**
- 18 It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.
- LAW AND PRACTICE**
- 19 This insurance is subject to English law and practice.

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.

ข้อเงื่อนไขมาตรฐานการประกันภัยการขนส่งสินค้า (เอ)

ภัยที่คุ้มครอง

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|---|--|
| ๑. การประกันภัยนี้ คุ้มครองการเสี่ยงภัยทุกชนิดอันอาจยังความสูญเสียหรือเสียหายต่อวัตถุที่เอาประกันภัย ยกเว้นเสียแต่ที่กำหนดไว้ในเงื่อนไขข้อ ๔, ๕, ๖ และ ๗ ข้างล่างนี้ | ข้อเงื่อนไขว่าด้วยการเสี่ยงภัย. |
| ๒. การประกันภัยนี้ คุ้มครองความสูญเสียที่เป็นความเสียหายต่อส่วนรวมและค่าตอบแทนในการกู้ทรัพย์สิน ซึ่งปรับหรือกำหนดตามสัญญาขนส่งและ/หรือ วิธีปฏิบัติและกฎหมายที่มีผลใช้บังคับโดยความสูญเสียหรือค่าตอบแทนดังกล่าวเกิดจากการหลีกเสี่ยงหรือเกี่ยวเนื่องกับการหลีกเสี่ยงความสูญเสียจากสาเหตุใดก็ตาม เว้นเสียแต่กรณีที่ระบุยกเว้นในข้อ ๔, ๕, ๖ และ ๗ หรือที่อื่น ๆ ในการประกันภัยนี้ | ข้อเงื่อนไขว่าด้วยความสูญเสียที่เป็นความเสียหายต่อส่วนรวม. |
| ๓. การประกันภัยนี้ ขยายรวมไปถึงการชดใช้ค่าสินไหมทดแทนแก่ผู้เอาประกันภัยใน ส่วนความรับผิดชอบภายใต้สัญญาขนส่ง ในข้อเงื่อนไขว่าด้วยการ "การชดใช้ของเรือที่ผิดทั้งสองฝ่าย" หากความสูญเสียที่เกิดขึ้นนั้นสามารถเรียกชดใช้ค่าสินไหมทดแทนภายใต้การประกันภัยนี้อยู่แล้ว ในกรณีที่เจ้าของเรือเรียกให้ใช้ค่าสินไหมทดแทนภายใต้เงื่อนไขดังกล่าว ผู้เอาประกันภัยตกลงที่จะแจ้งให้ผู้รับประกันภัยทราบ และผู้รับประกันภัยมีสิทธิต่อผู้การเรียกร้องค่าสินไหมทดแทนที่มีต่อผู้เอาประกันภัยดังกล่าว ทั้งนี้โดยผู้รับประกันภัยจะเป็นผู้ออกค่าใช้จ่ายต่าง ๆ ในการนี้เอง | ข้อเงื่อนไขว่าด้วยการชดใช้ของเรือที่ผิดทั้งสองฝ่าย. |

ข้อยกเว้นความคุ้มครอง

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| ๔. ไม่ว่ากรณีใดก็ตาม การประกันภัยนี้ไม่คุ้มครอง | ข้อเงื่อนไขว่าด้วยการข้อยกเว้นทั่วไป. |
| ๔.๑ ความสูญเสียหรือค่าใช้จ่ายอันเนื่องมาจากการกระทำอันมิชอบโดยจงใจของผู้เอาประกันภัย | |
| ๔.๒ การรั่วไหลตามปกติ ปริมาณ หรือน้ำหนักที่ขาดหายไปตามปกติ หรือการสึกหรอ หรือสึกกร่อนไปตามปกติของวัตถุที่เอาประกันภัย | |
| ๔.๓ ความสูญเสีย เสียหาย หรือค่าใช้จ่ายที่เกิดจากการบรรจุหีบห่อ หรือการจัดเตรียมที่ไม่เพียงพอหรือไม่เหมาะสมในวัตถุที่เอาประกันภัย (คำว่า "การบรรจุหีบห่อ" ตามนัยแห่งข้อเงื่อนไข ๔.๓ นี้ หมายรวมถึงการจัดวางในตู้ลำเลียง หรือตู้ยก แต่เฉพาะในกรณีที่การจัดวางได้กระทำก่อนการประกันภัยนี้ จะเริ่มมีผลบังคับ หรือกระทำโดยผู้เอาประกันภัย หรือโดยลูกจ้างของผู้เอาประกันภัยเท่านั้น) | |
| ๔.๔ ความสูญเสีย เสียหาย หรือค่าใช้จ่ายอันมีสาเหตุมาจากแก๊สรั่ว | |

ที่เอาประกันภัยนั้นเอง หรือเป็นธรรมชาติของทรัพย์สินที่เอาประกันภัย นั้น

๔.๕ ความสูญเสีย เสียหาย หรือค่าใช้จ่ายซึ่งมีสาเหตุใกล้ชิดมาจากความล่าช้า ถึงแม้ว่าความล่าช้านั้นจะเกิดจากภัยที่คุ้มครองก็ตาม (ยกเว้นค่าใช้จ่ายต่าง ๆ ที่จ่ายตามข้อ ๒ ข้างต้น)

๔.๖ ความสูญเสีย เสียหาย หรือค่าใช้จ่ายอันเกิดจากการล้มละลาย หรือการไม่สามารถใช้หนี้สิน ไม่ว่าของเจ้าของเรือ ผู้จัดการเรือ ผู้เช่าเรือหรือผู้ดำเนินการเรือ หรือตัวแทนของบุคคลที่กล่าวมาแล้วข้างต้น

๔.๗ ความสูญเสีย เสียหาย หรือค่าใช้จ่ายอันเกิดจากการใช้อาวุธสงคราม การใช้ปฏิกริยาปริมาณ หรือการแตกตัวของนิวเคลียส และ/หรือสลายตัวของปฏิกริยาปริมาณ หรือปฏิกริยาอย่างอื่นที่คล้ายคลึงกัน หรือกำลังของกัมมันตภาพรังสี หรือวัตถุอันตรายสี

๕. ๕.๑ การประกันภัยนี้จะไม่คุ้มครองความสูญเสีย ความเสียหาย หรือค่าใช้จ่ายที่เกิดขึ้นจาก

ความไม่สามารถเดินทะเลของเรือหรือยานพาหนะความไม่สมบูรณ์ของเรือยานพาหนะตู้ลำเลียงหรือตู้ยกสำหรับการขนส่งสินค้าที่เอาประกันภัยได้อย่างปลอดภัย

ข้อเงื่อนไขว่าด้วยข้อยกเว้นเกี่ยวกับความไม่สามารถเดินทะเลและความไม่สมบูรณ์

ทั้งนี้ผู้เอาประกันภัยหรือลูกจ้างของเขาจะต้องได้รู้ถึงความไม่สามารถเดินทะเลของเรือ หรือความไม่สมบูรณ์ในเวลาที่มีการบรรทุกลูกสินค้าที่เอาประกันภัยนั้น

๕.๒ ผู้รับประกันภัยสัญญาว่า จะไม่ให้สิทธิที่ตนเมื่ออยู่ตามกฎหมายยกเป็นข้ออ้างปฏิเสธความรับผิดชอบ เมื่อมีการละเมิดคำรับรองโดยปริยายเกี่ยวกับความสามารถเดินทะเลของเรือและความสมบูรณ์ของเรือที่ใช้ในการขนส่งสินค้าที่เอาประกันภัยไปยังจุดหมายปลายทาง เว้นแต่ผู้เอาประกันภัย หรือลูกจ้างของผู้เอาประกันภัย ได้รู้ถึงความไม่สามารถเดินทะเลหรือความไม่สมบูรณ์ก่อนแล้ว

๖. การประกันภัยนี้จะไม่คุ้มครองความสูญเสีย ความเสียหาย หรือค่าใช้จ่าย ที่เกิดขึ้นจาก

ข้อเงื่อนไขว่าด้วยข้อยกเว้นเกี่ยวกับ

๖.๑ สงครามกลางเมือง การปฏิวัติ การก่อการกบฏ การจลาจลหรือการต่อสู้อันเนื่องจากการเหล่านั้นหรือการกระทำใด ๆ ของศัตรูหรือประเทศคู่สงคราม

สงคราม

๖.๒ จับกุม ยึด จับ ควบคุม หรือกักกัน (ยกเว้นโจรสลัด) และสิ่งที่เกี่ยวข้องกับการกระทำดังกล่าว หรือความพยายามที่จะกระทำสิ่งเหล่านั้น

- ๖.๓ ระเบิด ตอปิด ลูกระเบิดที่ถูกทิ้งไว้ หรืออาวุธสงครามอื่นที่ถูกทิ้งไว้
๗. การประกันภัยนี้ จะไม่คุ้มครองความสูญเสีย ความเสียหาย หรือค่าใช้จ่าย
- ๗.๑ สาเหตุจากการนัดหยุดงาน ปิดงานงดจ้าง ความวุ่นวายทางแรงงาน การก่อความไม่สงบ และความตื่นตกใจของประชาชน
- ๗.๒ ผลที่เกิดจากการนัดหยุดงาน ปิดงานงดจ้าง ความวุ่นวายทางแรงงาน การก่อความไม่สงบ และความตื่นตกใจของประชาชน
- ๗.๓ สาเหตุจากการก่อการร้ายใด ๆ หรือการกระทำของบุคคลใดในทางการเมือง

ระยะเวลาคุ้มครองภัย

๘. ๘.๑ การประกันภัยนี้ เริ่มต้นคุ้มครองภัยตั้งแต่สินค้าออกจากคลัง สินค้าหรือสถานีเก็บสินค้า ณ สถานที่ซึ่งระบุชื่อไว้ในกรมธรรม์นี้ จนส่งสำหรับการเริ่มต้นขนส่งและคุ้มครองเรื่อยไปในช่วงระหว่างการขนส่งตามปกติ และสิ้นสุดการคุ้มครองในกรณีหนึ่งกรณีใด ดังนี้
- ๘.๑.๑ เมื่อส่งมอบยังคลังสินค้าหรือสถานที่เก็บสินค้าแห่งสุดท้าย ณ จุดหมายปลายทางที่ได้ระบุชื่อไว้ในกรมธรรม์นี้
- ๘.๑.๒ เมื่อส่งมอบยังคลังสินค้าหรือสถานที่เก็บสินค้าอื่นใดไม่ว่าก่อนจะถึงหรือถึงจุดหมายปลายทางที่ได้ระบุชื่อไว้ในกรมธรรม์ ซึ่งผู้เอาประกันภัยได้กำหนดให้เป็น
- ๘.๑.๒.๑ ที่สำหรับเก็บสินค้าอื่นนอกจากจะขนส่งไปตามปกติหรือ
- ๘.๑.๒.๒ ที่ทำการจัดแบ่งหรือแจกจ่ายสินค้า หรือ
- ๘.๑.๓ เมื่อครบกำหนด ๖๐ วัน หลังจากที่ได้ขนถ่ายสินค้าที่เอาประกันภัยจากเรือเดินสมุทร ณ ที่ทำเรือขนถ่ายสุดท้ายเสร็จสมบูรณ์
- ทั้งนี้ไม่ว่ากรณีใดจะเกิดขึ้นก่อน
- ๘.๒ ถ้า, หลังจากการขนถ่ายสินค้าลงจากเรือเดินสมุทร ณ ที่ทำขนถ่ายสุดท้ายแล้ว แต่ก่อนที่การคุ้มครองตามกรมธรรม์ประกันภัยนี้จะสิ้นสุดลง ถ้าสินค้าจะต้องถูกส่งไปยังจุดหมายปลายทางอื่นนอกจากที่กำหนดไว้ในกรมธรรม์ประกันภัยนี้ การประกันภัยนี้ ขณะที่ยังอยู่ภายใต้การบังคับของการสิ้นสุดของการประกันภัยดังกล่าวมาแล้วข้างต้น จะไม่ขยายการคุ้มครองนอกเหนือไปจากการเริ่มต้นการขนส่ง ไปยังจุดหมายปลายทางอื่นนั้นแต่อย่างใด
- ๘.๓ การประกันภัยนี้จะมีผลคุ้มครองต่อไป (ขึ้นอยู่กับเงื่อนไขการสิ้น

สุดดังที่ได้กำหนดไว้ข้างต้น และตามที่กำหนดไว้ในข้อ ๘ ข้างล่าง
นี้) ในระหว่างการล่าช้านอกเหนือการควบคุมของผู้เอาประกันภัย
การหันเหออกนอกเส้นทาง การขนถ่ายสินค้าโดยถูกบังคับ การ
จัดส่งสินค้าอีกครั้ง หรือการถ่ายลำและการผันแปรในการเสี่ยงภัย
ที่เกิดขึ้นในระหว่างที่เจ้าของเรือ หรือผู้เช่าเรือใช้สิทธิที่ตนมีอยู่
ตามสัญญาขนส่งสินค้า

๙. หากสัญญาขนส่งต้องสิ้นสุดลงที่ท่าเรือ หรือสถานที่อื่นซึ่งมิใช่จุดหมาย **ข้อเงื่อนไขว่าด้วย**
ปลายทางที่กำหนดไว้ในสัญญาขนส่ง หรือการขนส่งต้องสิ้นสุดลงก่อน **การสิ้นสุดของสัญญา**
การส่งมอบสินค้าตามที่กำหนดไว้ในข้อ ๘ ข้างต้น โดยเหตุการณ์ที่อยู่ **ขนส่ง**
นอกเหนือการควบคุมของผู้เอาประกันภัยแล้ว การประกันภัยนี้จะสิ้นสุด
สุดลง เว้นแต่ผู้รับประกันภัยจะได้รับการบอกกล่าวโดยทันที พร้อมทั้ง
การขอให้คุ้มครองภัยต่อไป สิ่งนี้ขึ้นอยู่กับความเสี่ยงค่าเบี้ยประกันภัย
เพิ่มตามที่ได้รับประกันภัยเรียกร้องแล้ว การประกันภัยนี้จึงจะมีผล
บังคับต่อไป และจะสิ้นสุดการคุ้มครองในกรณีใดกรณีหนึ่งดังต่อไปนี้
- ๙.๑ จนกระทั่งสินค้าถูกขาย หรือส่งมอบที่ท่าเรือหรือสถานที่อื่น หรือ
ในกรณีที่ไม่มีข้อตกลงเป็นพิเศษ จนกระทั่งสิ้นสุดเวลา ๖๐ วัน
หลังจากสินค้าที่เอาประกันนั้นได้มาถึงท่าเรือหรือสถานที่นั้น
แล้วแต่กรณีใดจะเกิดขึ้นก่อนกันหรือ
- ๙.๒ ถ้าสินค้าถูกส่งต่อไปยังจุดหมายปลายทางตามที่ระบุไว้ในกรม-
ธรรม์ หรือไปยังจุดหมายปลายทางอื่นภายใน ๖๐ วัน (หรือระยะเวลา
เพื่อตกลงขยายออกไป) การสิ้นสุดความคุ้มครองจะเป็นไป
ตามที่กำหนดไว้ในข้อ ๘ ข้างต้น
๑๐. ในกรณีที่ผู้เอาประกันภัยเปลี่ยนจุดหมายปลายทางภายหลังจากการ **ข้อเงื่อนไขในการ**
ประกันภัยนี้มีผลคุ้มครองแล้ว การคุ้มครองตามกรมธรรม์นี้ยังคงมีอยู่ **เปลี่ยนเส้นทาง**
ชั่วคราวภายใต้การตกลงในเรื่องเงื่อนไขและเบี้ยประกันภัย โดยจะต้อง
แจ้งให้ผู้รับประกันภัยทราบโดยเร็ว

การเรียกร้อง

- ๑๑ ๑๑.๑ ผู้เอาประกันภัยต้องมีส่วนได้เสียในวัตถุที่เอาประกันภัยในเวลา **ข้อเงื่อนไขว่าด้วย**
ที่เกิดเหตุวินาศภัย จึงจะสามารถเรียกร้องค่าสินไหมทดแทนภาย **ส่วนได้เสียในเหตุ**
ใต้การประกันภัยนี้ได้ **ประกันภัย**
- ๑๑.๒ ภายใต้ข้อบังคับ ๑๑.๑ ข้างต้น ผู้เอาประกันภัยมีสิทธิได้รับค่า
สินไหมทดแทนสำหรับวินาศภัยที่ได้เอาประกันภัยไว้ที่เกิดขึ้น ใน
ระหว่างระยะเวลาคุ้มครองของกรมธรรม์นี้ ทั้งนี้โดยไม่คำนึงว่า
วินาศภัยนั้นได้เกิดขึ้นแล้วก่อนสัญญาประกันภัยนี้เกิดผลบังคับ
หรือไม่ก็ตาม เว้นแต่ผู้เอาประกันภัยได้รู้ว่าได้เกิดวินาศภัยนั้น

แล้ว แต่ผู้รับประกันภัยยังไม่รู้

๑๒. ในกรณีที่มีการขนส่งต้องสิ้นสุดลง ณ ท่าเรือ หรือสถานที่อื่นซึ่งวัตถุที่เอา
 ประกันภัยได้รับความคุ้มครองตามกรมธรรม์ประกันภัยนี้ เนื่องจาก ค่าใช้จ่ายในการจัด
 ผลแห่งวินาศภัยที่ได้รับความคุ้มครองตามกรมธรรม์ประกันภัยนี้ ผู้รับ ส่งสินค้า
 ประกันภัยจะจ่ายเงินชดเชยให้ผู้เอาประกันภัยสำหรับค่าใช้จ่ายพิเศษ
 ต่าง ๆ ที่ได้จ่ายไปโดยถูกต้องและสมเหตุสมผลในการนำสินค้าลงจากเรือ
 การเก็บรักษาสินค้า และการส่งสินค้าที่เอาประกันภัยนั้นไปยังจุดหมาย
 ปลายทางซึ่งได้กำหนดไว้ในกรมธรรม์ประกันภัยนี้

ข้อเงื่อนไขที่ ๑๒ นี้ ไม่ใช้บังคับกับความเสียหายต่อส่วนรวม และ
 ค่าตอบแทนในการกู้ทรัพย์สิน ซึ่งจะมีข้อยกเว้นในข้อเงื่อนไขที่ ๔.
 ๕.๖ และ ๗ ข้างต้น และจะไม่รวมค่าใช้จ่ายใด ๆ ที่เกิดขึ้นจาก
 ความผิด ความประมาทเลินเล่อ การล้มละลาย หรือการไม่สามารถ
 ชำระหนี้ของผู้เอาประกันภัย หรือบรรดาลูกจ้างของเขา

๑๓. การเรียกร้องค่าสินไหมทดแทนในกรณีความเสียหายที่ถือว่า เป็นความ ข้อเงื่อนไขความ
 เสียหายสิ้นเชิง จะกระทำไม่ได้เว้นแต่จะได้แจ้งการสละวัตถุที่เอาประ- เสียหายที่ถือว่า
 กันภัยโดยมีเหตุผลอย่างหนึ่งอย่างใด ว่าปรากฏข้อเท็จจริงที่ไม่สามารถ เสียหายสิ้นเชิง
 หลีกเลี่ยงความเสียหายโดยสิ้นเชิงทั้งหมดได้ หรือเนื่องจากค่าใช้จ่ายใน
 การกู้ทรัพย์ให้กลับคืน การทำให้กลับคืนสภาพเดิม หรือการจัดส่งวัตถุ
 ที่เอาประกันภัยไปยังจุดหมายปลายทางนั้น เสียค่าใช้จ่ายมากกว่ามูลค่า
 ของวัตถุที่เอาประกันภัยเมื่อส่งไปถึงปลายทาง

๑๔. ๑๔.๑ ในกรณีที่ผู้เอาประกันไปเอาประกันภัยในมูลค่าของสินค้าที่เพิ่ม ข้อเงื่อนไขว่าด้วย
 ขึ้นซึ่งได้มีการเอาประกันภัยไว้แล้วจะถือว่า ราคาสินค้าที่ตกลงไว้ การประกันมูลค่า
 จะเพิ่มขึ้นเท่าจำนวนเงินที่เอาประกันภัยตามกรมธรรม์นี้รวมกับ ที่เพิ่มขึ้น
 มูลค่าที่เพิ่มของกรมธรรม์อื่นทุกฉบับ ซึ่งให้ความคุ้มครองใน
 วินาศภัยอันเดียวกัน และความรับผิดชอบของกรมธรรม์นี้จะจะเป็นไป
 ตามสัดส่วนของจำนวนเงินที่เอาประกันภัยกับจำนวนเงินที่เอาประ-
 กันภัยไว้ทั้งหมด

ในการเรียกร้องค่าสินไหมทดแทน ผู้เอาประกันภัยจะต้อง
 จัดส่งหลักฐานที่แสดงจำนวนเงินที่เอาประกันภัยตามกรม-
 ธรรม์ประกันภัยฉบับอื่นทุกฉบับต่อผู้รับประกันภัย

- ๑๔.๒ ในกรณีกรมธรรม์นี้เป็นกรมธรรม์แบบมูลค่าเพิ่มขึ้นก็จะใช้
 เงื่อนไขต่อไปนี้เป็นข้อบังคับ

ราคาที่ตกลงกันของสินค้าจะเท่ากับจำนวนเงินที่เอาประกัน
 ภัยทั้งหมดของกรมธรรม์ฉบับแรกกับราคาเพิ่มขึ้นของ
 กรมธรรม์ที่คุ้มครองวินาศภัยเดียวกัน และมีผลโดยตรงกับ

สินค้าของผู้เอาประกันภัยคนเดียวกันและความรับผิดชอบของ
กรมธรรม์นี้จะ เป็นไปตามสัดส่วนของจำนวนเงินที่เอา
ประกันภัยกับจำนวนเงินที่เอาประกันภัยไว้ทั้งหมด
ในการเรียกร้องค่าสินไหมทดแทน ผู้เอาประกันภัยจะต้อง
จัดส่งหลักฐานที่แสดงจำนวนเงินที่เอาประกันภัยตามกรม-
ธรรม์ประกันภัยฉบับอื่นทุกฉบับต่อผู้รับประกันภัย

ประโยชน์จากการประกันภัย

๑๕. การประกันภัยนี้จะไม่ให้ผลประโยชน์แก่ผู้รับขนส่งหรือผู้รับดูแล
ทรัพย์สิน ข้อเงื่อนไขที่ไม่มีผล
ถึงผู้อื่น

การลดความสูญเสียจากวินาศภัย

๑๖. เป็นหน้าที่ของผู้เอาประกันและลูกจ้างของผู้เอาประกันภัย และตัวแทน
ของผู้เอาประกันภัยจะต้องดำเนินการเกี่ยวกับการเรียกร้องค่าเสียหาย ข้อเงื่อนไขว่าด้วย
หน้าที่ของผู้เอา
ประกันภัย
ดังนี้

๑๖.๑ ดำเนินมาตรการอันสมควรเพื่อหลีกเลี่ยง หรือลดจำนวนความ
สูญเสียนั้นและ

๑๖.๒ สงวนและรักษาสีทธิทั้งหลายที่มีต่อผู้รับขนส่ง ผู้ดูแลรักษาทรัพย์สิน
หรือบุคคลที่สามให้เป็นไปอย่างถูกต้องและสามารถเรียกร้องได้
และผู้รับประกันภัยจะจ่ายเงินชดเชยให้ผู้เอาประกันภัยในค่าใช้จ่าย
ใด ๆ ที่ถูกต้องและสมเหตุสมผลที่เกิดขึ้นในการปฏิบัติหน้าที่นอกเหนือ
จากความสูญเสียที่เรียกร้องได้ตามกรมธรรม์นี้

๑๗. มาตรการใดที่กระทำโดยผู้เอาประกันภัยก็ดี หรือผู้รับประกันภัยก็ดี ข้อเงื่อนไขว่าด้วย
การไม่ใช้สิทธิตาม
กฎหมาย
อันมีจุดมุ่งหมายเพื่อความปลอดภัย ป้องกัน หรือติดตามเรียกร้อง
วัตถุประสงค์เอาประกันภัยจะไม่ถือเป็นการยกเลิกสิทธิ หรือการยอมรับ หรือ
การสละชกทรัพย์สิน หรือทำให้ต้องเสียสิทธิของฝ่ายใดฝ่ายหนึ่งแต่อย่างใด

การหลีกเลี่ยงความล่าช้า

๑๘. เป็นเงื่อนไขของการประกันภัยนี้ว่า ผู้เอาประกันภัยจะต้องปฏิบัติด้วย
ความรวดเร็วและเหมาะสมในทุกสมภาวะกรณีที่เขาสมาารถกระทำได้ ข้อเงื่อนไขว่าด้วย
การปฏิบัติโดย
รวดเร็วและเหมาะสม
กฎหมายและวิธีปฏิบัติ

๑๙. การประกันภัยนี้เป็นไปตามกฎหมายและวิธีปฏิบัติของประเทศ ข้อเงื่อนไขว่าด้วย
การใช้กฎหมายและ
วิธีปฏิบัติ
ของประเทศอังกฤษ.
อังกฤษ

ข้อสังเกต -

เมื่อผู้เอาประกันภัยทราบถึงเหตุการณ์ใด ซึ่งเป็นเหตุของการคุ้มครองชั่วคราวตามกรมธรรม์
นี้ ผู้เอาประกันภัยจำเป็นต้องแจ้งให้ผู้รับประกันภัยทราบในทันทีและสิทธิที่จะได้รับความคุ้มครอง
จะขึ้นอยู่กับ การปฏิบัติหน้าที่นี้อย่างเคร่งครัดเท่านั้น



ประวัติผู้เขียน

นายมนู รักวัฒนศิริกุล เกิดเมื่อวันที่ 4 สิงหาคม 2505 ที่อำเภอเมือง
จังหวัดประจวบคีรีขันธ์ สำเร็จการศึกษานิติศาสตรบัณฑิต จากมหาวิทยาลัย
ธรรมศาสตร์ เมื่อปี พ.ศ. 2528 เป็นทนายความและที่ปรึกษากฎหมายของ
สำนักงานสิทธิโชค ศรีเจริญทนายความ ตั้งแต่ปี พ.ศ. 2528 จนกระทั่งปัจจุบัน



ศูนย์วิทยพัทยากร
จุฬาลงกรณ์มหาวิทยาลัย