

續談貨物運輸保險核保 2-1

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筆者在保險大道第六十五期(102年6月出版)及第六十六期(102年12月出版),各撰寫以原油(CRUDE OIL)、核燃料棒(NUCLEAR FUEL ELEMENTS)、汽車(AUTOMOBILE)、煤(COAL)、原棉(RAW COTTON)、牲畜(LIVESTOCK EXCLUDING POULTRY)、原木(ROUND LOGS)等七種貨物,介紹其核保情形及應注意事項,以及所適用之條款,提供各位參考。今擬再以罐頭食品(CANNED FOOD)、散裝液態化學原料(D.O.P./E.D.C./V.C.M. & OTHER CHEMICAL OILS)、魚粉(FISH MEAL)、冷凍食品(FROZEN FOOD EXCLUDING FROZEN MEAT)、大宗物資(包括黃豆、玉米、小麥、大麥)等五種貨物,介紹其核保情形及應注意事項,以及所適用條款供參。

一、罐頭食品(CANNED FOOD)

1. 此種貨物係用 CASE 或 CARTON 包裝
2. 一般承保條件為 ICC(A)。
3. 此種貨物於運輸過程中最容易發生凹損、生銹、氧化、變質等危險,因此,最好將這些危險列為除外不保項目。
4. 應加貼“LABEL CLAUSE”。其內容如下: “IN CASE OF DAMAGE FROM PERILS INSURED AGAINST

AFFECTING LABELS ONLY, LOSS TO BE LIMITED TO AN AMOUNT SUFFICIENT TO PAY THE COST OF RECONDITIONING, COST OF NEW LABELS AND RELABELLING THE GOODS”

5. 較進步的國家均設有專職機構,如我國之衛生福利部,美國之食品藥物管理局(FDA),日本之厚生省,負責對進口食品加以檢驗,十分嚴格,其目的無非在確保本國消費者之健康與環境衛生,預防杜絕不潔食品、病菌或寄生蟲之傳入。因此,進口食品經檢驗,如發現標示不實,參雜危禁品或有病菌,或已腐壞變質,則拒絕其進口,或強令廢棄,或沒收銷毀。我國罐頭食品外銷,因常被發現膨罐含有大腸桿菌等原因,而遭退關或沒收銷毀。這種損失並非起因於一般運輸的意外風險,投保一般運輸保險不能得到賠償。貨主如有此種顧慮與需求,必需加保退貨險(REJECTION RISK)。在保險實務上,都是投保基本的運輸保險,如全險(A條款)、水漬險(B條款)或平安險(C條款)後,再加保退貨險。退貨險條款內容如下:

“ REJECTION CLAUSE ”
ADDITIONAL WARRANTIES &
EXCLUSIONS

A. THIS INSURANCE COVERS REJECTION &/OR CONDEMNATION AT PORT OF ENTRY BY THE LOCAL GOVERNMENT OR AUTHORITY THEREOF FOR ANY REASON WHATSOEVER IN THE EVENT OF SUCH REJECTION &/OR CONDEMNATIONS ASSURERS WILL PAY THE ASSURED THE INSURED VALUE OF ANY GOODS SO REJECTED OR CONDEMNED.

B. WARRANTED SURVEYED BY TAIWAN INSPECTION BUREAU, LLOYD'S AGENT &/OR SURVEYOR APPROVED BY THIS COMPANY AND A SEPARATE CERTIFICATE OF SOUND CONDITION IN RESPECT OF EACH VESSEL, EACH ACCOUNT BE OBTAIN IMMEDIATELY PRIOR TO LOADING ON BOARD THE INSURED SHIPMENT. FEES IN THIS RESPECT PAYABLE BY THE ASSURED.

C. WARRANTED DIRECT SHIPMENTS, OR HELD COVERED AT A PREMIUM TO BE ARRANGED.

D. WARRANTED THAT PACKING

INCLUDING FILL OF CONTAINER AND LABELLING CONFIRMS WITH THE REGULATIONS IN FORCE AT TIME OF DISPATCH IN THE COUNTRIES TO WHICH THE GOODS ARE DESTINED.

E. WARRANTED THAT ANY REGULATIONS MADE BY THE GOVERNMENT OR AUTHORITIES IN COUNTRY OF SHIPMENT CONCERNING THE INTEREST INSURED, INCLUDING REGULATION AS TO FUMIGATION OR ANY OTHER SIMILAR PROCESS IF AVAILABLE, ARE COMPLIED WITH.

F. IT IS WARRANTED THAT IN EVENT OF THE INTEREST INSURED BEING REJECTED OR NOT BEING PASSED WITHIN NORMAL TIME ON ARRIVAL AT PORT OF ENTRY, UNDERWRITERS ARE TO BE NOTIFIED IMMEDIATELY AND ANY REQUIREMENTS OR INSTRUCTIONS THEY MAY ISSUE ARE TO BE COMPLIED WITH. FEES IN THIS RESPECT PAYABLE BY UNDERWRITERS, BUT ONLY IN EVENT OF CLAIM

FOR REJECTION HEREUNDER.

G. THIS INSURANCE DOES NOT COVER CLAIMS FOR LOSS OF MARKET &/OR ANY CONSEQUENTIAL LOSSES, NO CLAIMS BASED ON REJECTION BY REASON OF MISDESCRIPTION OF THE GOODS HEREBY INSURED OF FROM ANY ERROR OR OMISSION IN THE CONTRACT OF SALE OR OTHER DOCUMENTS.

H. IN EVENT OF REJECTION (I.E. REJECTION &/OR CONDEMNATION AT PORT OF ENTRY BY THE LOCAL GOVERNMENT OR AUTHORITY THEREOF FOR ANY REASON WHATSOEVER), UNDERWRITERS ARE TO BE NOTIFIED IMMEDIATELY.

6. 以合理之費率承保並斟酌承運船舶之實際狀況(如逾齡船舶、小船、特殊裝卸方式等)加費承保。

二、散裝液態化學原料 (D.O.P./ E.D.C./V.C.M. & OTHER CHEMICAL OILS)

1. 此種貨物係散裝(IN BULK)。

2. 一般承保條件為 SUBJECT TO ICC(A)。
3. 此類貨物因係散裝又是液體，於運輸過程中最容易發生短損，因此，承保 ICC(A) 時應有自負額之規定。國內核保人員建議自負額訂為 0.5% ON THE WHOLE SHIPMENT (註一)。
4. 運輸途中不可以轉船。
5. 裝船前與卸貨時均需辦理公證，以掌握準確的數量
6. 加貼“SPECIAL CLAUSES”。其內容如下：
 - A. INCLUDING PIPE LINE RISK AT BOTH ENDS.
 - B. INCLUDING THE RISKS OF EXPLOSION AND CONTAMINATION IRRESPECTIVE OF PERCENTAGE.
 - C. TO PAY SHORTAGE BUT ONLY IN EXCESS OF 0.5% ON THE WHOLE SHIPMENT, UNLESS CAUSED BY THE VESSEL &/OR CRAFT BEING STRANDED, SUNK, BURNT OR IN COLLISION.
 - D. WARRANTED THAT NO TRANSHIPMENT IS ALLOWED.
 - E. NOTWITHSTANDING ANYTHING CONTAINED IN THE TRANSIT CLAUSE OF THE INSTITUTE CARGO CLAUSES TO THE CONTRARY, IT IS UNDERSTOOD

AND AGREED THAT THIS INSURANCE ATTACHES FROM THE TIME THE GOODS HAVE PASSED THE COUPLING OF THE PIPE OF SHORE TANK AT THE PORT OF SHIPMENT AND CONTINUES THEREAFTER AS STIPULATED IN THE SAID CLAUSE, UNTIL THE GOODS ARE DISCHARGED INTO THE CONSIGNEE'S OR OTHER SHORE TANK AT THE PORT OF DESTINATION NAMED IN THE POLICY.

F. REQUIREMENTS FOR SURVEY AND ANALYSIS PRIOR TO COMMENCEMENT OF VOYAGE WARRANTED BY ASSURED THAT

(1) THE SHIP'S (INCLUDING LOADING COASTAL TANKER &/OR BARGE) TANKS BE CLEANED, TESTED AND APPROVED PRIOR TO LOADING OF THE GOODS.

(2) THE GOODS SHALL BE ANALYZED, GAUGED AND WEIGHED AT PORT OF LOADING (INCLUDING THE PORT OF LOADING INTO COASTAL TANKER &/OR BARGE).

(3) TANKS OF LOADING COASTAL TANKER &/OR BARGE BE CLEARED OUT AND DRIED UP IN FULL AT COMPLETION OF LOADING OF THE GOODS ONTO OVERSEAS VESSEL AND

(4) THE SATISFACTORY CERTIFICATES AS TO ABOVE MENTIONED SURVEYS AND ANALYSIS BE GIVEN BY LLOYD'S OR OTHER AUTHORIZED SURVEYOR.

G. REQUIREMENTS FOR SURVEY AFTER ARRIVAL AT PORT OF DISCHARGE WARRANTED THAT

(1) OUR AUTHORIZED SURVEYOR SHALL TAKE SAMPLE OF THE GOODS AT TIME OF DISCHARGE AND SHALL GENERALLY SUPERVISE THE WEIGHING, GAUGING, MEASURING AND OTHER OPERATION FOR DETERMINATION OF CONDITION OF THE GOODS, EITHER PRIOR TO OR DURING, OR AT COMPLETION OF DISCHARGE FROM THE OVERSEAS VESSEL.

(2) THE SHIP'S TANKS BE

CLEARED OUT AND DRIED UP IN FULL AT COMPLETION OF DISCHARGE FROM THE OVERSEAS VESSEL INTO SHORE TANK AND

(3) THE SATISFACTORY CERTIFICATES AS TO ABOVE MENTIONED SURVEYS BE GIVEN BY OUR AUTHORIZED SURVEYOR.

7. 以合理之費率承保並斟酌承運船舶之實際狀況(如逾齡船舶、小船、特殊裝卸方式等)加費承保。

三、漁粉(FISH MEAL)

漁粉(FISH MEAL)是飼料的主要原料之一，我國養殖與畜牧事業發達，每年需求漁粉的數量相當多，因國產不足，大多仰賴進口，尤其從中南美洲、北美、日本等地進口最多。

漁粉的主要特性是容易發熱、汗濡、自燃、失重、結塊及收縮，紙袋包裝及散裝運送的容易發生短損。因此，一般被保險人要求承保的條件是 SUBJECT TO INSTITUTE CARGO CLAUSES(A), ALSO TO PAY CLAIMS FOR HEAT AND/OR HEATING, SWEAT AND/OR SWEATING, SPONTANEOUS COMBUSTION AND CAKING WHEATHER CAUSED BY INHERET VICE OR OTHERWISE. EXCLUDING NATURAL LOSS IN WEIGHT AND/OR

SHRINKAGE, BILL OF LADING WITH OR WITHOUT VALUE. GENERAL AVERAGE AND SALVAGE CONTRIBUTION PAYABLE IN FULL IRRESPECTIVE OF INSURED AND CONTRIBUTING VALUES. INCLUDING WAR, RIOTS, STRIKES, CIVIL COMMOTIONS AND MALICIOUS DAMAGE(INSTITUTE CLAUSES)。此一承保條件範圍很廣，保險人負擔的責任很重。

根據財團法人保險事業發展中心所編印之海上保險業務統計年報顯示，漁粉之損失率，民國七十六年為 91.35%，七十七年為 170.04%，七十八年為 187.27%，七十九年為 135.27%，可以說相當不好(註二)，因此，加強核保極為重要，而核保時應注意那些事項，吾人認為有以下幾項：

1. 是否承保自燃所致之危險在內，如承保在內，因漁粉具有氧化而自燃之危險特性，為減低此種危險之發生，故需特別要求漁粉裝船前至少必需堆存若干時日，其水份含量應在何種安全標準內，其脂肪含量當摻有抗氧化劑時可達若干百分比，如未摻有抗氧化劑時則只能在若干百分比之下，裝船時漁粉之溫度不得超過若干度等之規定，以確保安全。譬如 SPECIAL CLAUSES FOR FISH MEAL 就規定如下：

WARRANTIES：

1. CERTIFICATION TECHNICIAN AND/OR INSTITUTE AND/OR

LLOYD'S AGENT TO ISSUE CERTIFICATES.

CERTIFYING THE FOLLOWING PRE- SHIPMENT CONDITIONS :

(A) AT LEAST 6 PERCENT AND NOT MORE THAN 12 PERCENT MOISTURE CONTENT.

(B) AT TIME OF LOADING TEMPERATURE SHALL NOT EXCEED 37.5 DEGREES C OR 100 DEGREES F.

(C) STORAGE PERIOD SHALL BE AT LEAST 21 DAYS PRIOR TO SHIPMENT.

(D) FAT CONTENT DOES NOT EXCEED 11 PERCENT WHERE FISH MEAL IS NOT MIXED WITH ANTI-OXIDANT.

FOR FISHMEAL MIXED WITH ANTI- OXIDANT THE FAT CONTENT AT TIME OF SHIPMENT DOES NOT EXCEED 15 PERCENT.

IN ADDITION TO THE ABOVE PRE- SHIPMENT STIPULATIONS FOR SHIPMENTS OF ANTI-OXIDANT TREATED FISHMEAL CERTIFICATION TECHICIAN S.A. OF CALLAO, PERU AND/OR I.F.O.P. TO CERTIFY THAT AT TIME OF

SHIPMENT THE CONTENT OF ANTI-OXIDANT IS NOT LESS THAN 100 GRAMMES PER METRIC TON. ALL BAGS CONTAINING ANTI-OXIDANT TREATED FISHMEAL TO BE MARKED WITH RED CIRCLE 5 "DIAMETED" .

2. CHARTER PARTY AND/OR BILL OF LADING TO BE CLAUSED THAT STOWAGE FACTOR NOT TO BE LESS THAN 84 CUBIC FEET PER LONG TON.

3. CHARTER PARTY OR BILL OF LADING TO CERTIFY THAT THE "ATHWARTSHIPS" STOWAGE PLAN FOR NORMAL FISHMENT SHALL BE COMPLIED WITH. WITH REFERENCE TO WARRANTY NO.1 A SEPARATE FAT CONTENT CERTIFICATE BY A LABORATORY APPOINTED AND APPROVED BY LLOYD'S AGENT AT IGUIQUE OR ARICA WILL BE ACCEPTABLE. WITH REFERENCE TO WARRANTIES NO.2 AND NO.3 UNDERWRIEERS AGREE THAT THE EUROPEAN SOUTH PACIFIC AND MAGELLAN CONFERENCE WILL CLAUSES THEIR BILLS OF LADING AS FOLLOWS :

“ STOWED IN ACCEPTANCE WITH CONFERENCE CONDITIONS FOR THE CARRIAGE OF FISHMEAL WHERE ALL FISHMEAL SHIPPED ON ANY ONE VESSEL FROM CHILE IS LOADED UNDER THE SUPERVISION OF INTERNATIONAL INSPECTION SERVICES LTD. AND A CERTIFICATE TO THIS EFFECT IS ATTACHED TO THE BILL OF LADING, THEN WARRANTIES NO.2 AND NO.3 ARE NOT APPLICABLE. ”

2. 散裝交運之漁粉應避免中途轉船，因散裝物資中途轉船容易發生損失及增加各種費用。
3. 承運之船舶逾齡應予加費承保，因漁粉較髒，一般承運漁粉之船舶均比較老舊，危險性增加，十年以上的漁粉船即應考慮加費承保。
4. 根據損失率而以合理之費率水準承保。來自中南美洲之漁粉，國內核保人建議承保條件為 “ SUBJECT TO INSTITUTE CARGO CLAUSES(A) BUT EXCLUDING LOSS AND/OR DAMAGE DUE TO SWEATING, HEATING, CAKING AND SPONTANEOUS COMBUSTION HOWSOEVER CAUSE ” 費率為 1.2%(NET)(註三)。

5. 出口時必需辦理公證，其目的在於瞭解是否遵照有關規定辦理裝船及採取必要之配合措施，以確保安全。
6. 承保條件若有自負額之規定，可以免除正常自然耗損之責任。
7. 若發生事故需辦理公證，以瞭解損失之情形及造成損失之原因。
8. 以合理之費率承保並斟酌承運船舶之實際狀況(如逾齡船舶、小船、特殊裝卸方式、最後航次等)加費承保。

總之，根據以往承保經驗顯示，漁粉之損失率偏高，這固然是承保條件太寬所致，換句話說也就是承保費率偏低使然。基於漁粉之特性，如何審慎核保，在承保條件與費率水準之間取得平衡點是極重要的課題。

四、冷凍食品 (FORZEN FOOD EXCLUDING FROZEN MEAT)

1. 此種貨物係 CARTON 或 BAG IN REFRIGERATED CONTAINER 包裝。
2. 一般承保條件 SUBJECT TO INSTITUTE FROZEN FOOD CLAUSES (A) (EXCLUDING FROZEN MEAT) 或 INSTITUTE FROZEN FOOD CLAUSES(C) (EXCLUDING FROZEN MEAT) + 24 HOURS BREAKDOWN。
3. 此種貨物如水果、蔬菜、紅豆等新鮮的農產品在運輸過程中，由於蒸發之作用，水份會自然耗損，容易發生失重之情形，同時也可能伴隨著其他如腐敗、

寄生蟲破壞等之損失。

4. 此種貨物應以冷凍櫃裝運，並維持冷凍機器之正常運作及保有適度之冷凍度。
5. 農產品原則上以承保 ICC(C) 為宜。
6. 冷凍食品中有絕大部份是冷凍水產品，此類貨物對溫度變化極具敏感性，易因溫度不適宜而遭受損失，故此類貨物投保水險時，保險人極為謹慎，常用特別條款來處理。在承保實務上，保險人只承保 ICC(C)，再加保冷凍機器故障險，如貨主堅持投保 ICC(A)，保險人也可考慮承保，但費率相當高。各國基於衛生及維護國民健康，對冷凍水產品之進口都採取嚴格的檢查，如有不合規定之處，即禁止進口或沒收銷毀，故冷凍水產品一般均投保運輸保險後再加保退貨險(REJECTION RISK)。因此，如同意被保險人加保此項危險則需加費承保，並加貼 REJECTION CLAUSES。早期國內生產冷凍水產品之業者，諸如冷凍蝦、冷凍魚、冷凍蝦結尾、冷凍蝸牛肉、冷凍蟹肉罐頭及冷凍鰻等，都因設備不良，加工過程中衛生管理不善，品質管制太差，以致因鮮度不良(腐肉)，不宜食用，斤兩不足或因標示不符規定等原因，而遭進口國扣留退關之不良紀錄，在數量上、金額上及扣留退關之紀錄均為世界各國之冠，國內保險人承保此項業務，虧損累累，曾一度全體同業拒絕承保此項業務，後經冷凍水產品業者，及其公會之請求，政府主管機關之協調，冷凍水產

品業者生產設備之改良、加工技術之改進、品質管制之提高等才恢復承保該項業務。但為促請業者注意，因此加重其責任，強制規定不管以何種條件承保，凡是發生索賠，被保險人應先負擔百分之二十五賠款後，保險人再予賠付。

7. 又冷凍水產品大多以罐裝出口，在海運途中，常因惡劣天氣，船舶顛簸過度，或海水滲入受潮，致使罐頭外殼原貼之標籤磨損或脫落，而罐頭本身卻未受損，為避免被保險人以全損索賠，承保時應在保險單上加貼標籤條款(LABEL CLAUSE)，以資配合。
8. 以合理之費率承保並斟酌承運船舶之實際狀況(如逾齡船舶、小船、特殊裝卸方式等)加費承保。早期國內核保人建議承保 IFFC(A)，費率為 1%(註四)。

五、大宗物資(包括黃豆、玉米、小麥、大麥)

1. 大宗物資包括黃豆、玉米、小麥、大麥等民生必需品，因是散裝進口，故此類貨物最容易發生短損(SHORTAGE)，所以原則上以承保 ICC(C)為宜，如承保 ICC(B)或 ICC(A)，應有 FRANCHISE 或一定比例損失不賠之規定，並加註以下條款：“LOSS DUE TO SHORTAGE TO BE ASSESSED IMMEDIATELY PRIOR TO DELIVERY TO WHARF GODOWNS & EXCLUDING SWEATING AND HEATING DAMAGE

UNLESS DUE TO EXTERNAL AND/OR ACCIDENTAL CAUSES”。又如黃豆的承保條件可能有下列幾種，即 ICC(C) 或 ICC(C) INCLUDING SHORTAGE I.O.P. OR EXCESS 1% ON WHOLE SHIPMENT 或 ICC(B) I.O.P. OR FRANCHISE 3% 或 ICC(B) INCLUDING SHORTAGE I.O.P. OR EXCESS 1% ON WHOLE SHIPMENT 或 ICC(A) I.O.P. OR EXCESS 1% ON WHOLE SHIPMENT，只要加保短損險，並應加註下列文字：“WARRANTED THAT IN CASE OF CLAIM WEIGHT AND GRADE CERTIFICATES MUST BE SUBMITTED AS CLAIM DOCUMENTS” “LOSS DUE TO SHORTAGE TO BE ASSESSED IMMEDIATELY ON DISCHARGE PRIOR TO DELIVERY TO WHARF GODOWNS, ALSO TALLY SHEETS SHOULD BE MAILED DAILY TO THE CLAIM ADJUSTERS”

2. 又大宗物資之裝卸，都由電動吸卸設備來操作，此種設備多附裝電動計量表，穀物裝船時，將輸送管接到船上，噴嘴對準艙口，操作員在陸上穀倉裡，將擬裝船數量在計量表上調整好，按下電鈕，便交由機械完成裝載工作。在此種裝船作業方式下，賣方交貨數量完全以電動計量表上跳動的數字為準，如無任

何意外，買方在船上所承接之數量應與計量表相同。但如穀物通過計量表離開穀倉進入輸送管，在未經噴嘴噴入艙口前，因輸送管破裂或其他意外事故而致漏損，這種損失如貿易契約規定由賣方負責，則賣方應投保穀倉噴管險(RISK OF ELEVATOR SPOUT)。一般賣方多不願負責，因此，買方為求保障，亦可向保險人加保本保險。本保險承保自穀物離開穀倉通道起，直至經由噴嘴裝到船上為止，因任何意外事故所致之毀損滅失，不論任何比率均照賠償。

3. 目前國內大宗物資之承保，係採取全體同業組成之大宗物資共保委員會，以共保的方式處理，由參加之同業按承受比例負賠償責任，並由共保委員會委由各公司出單承保。
4. 以合理之費率承保並斟酌承運船舶之實際狀況(如逾齡船舶、小船、特殊裝卸方式等)加費承保。(待續)

附註：

註一：自負額之訂定可高可低，但不能不訂，因為有些損失可能是自然耗損。而且一定要與洽收之保險費一併考量，自負額訂高，保險費可較便宜，自負額訂低，保險費應較高。

註二：所提之損失率資料或許較舊，較新之損失率資料請自行參閱財團法人事業發展中心所編印之「海上保險業務統計年報」。

註三：在此種承保條件下，目前的市場費率是

否維持在 1.2%(NET)，可能有些調整，端視損失率高低而訂。損失率偏高，費率就會調高，損失率降低，費率就會調低。

註四：目前的費率是否維持在 1%(NET)，要洽保險公司核保部門才能確定。請參閱註三的說明。

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