# MHJビジネスセミナー

# <u>貿易の流れ(インコタームズ)</u> と輸出入・貿易に関する保険

日本貿易実務検定協会® 株式会社マウンハーフジャパン 2024年3月

# 目次

- 1・貿易取引の流れ
- 2・インコタームズ(売買条件) ~ ケーススタディ
- 3・国際運送人の責任
- 4・国際輸送中の様々な事故事例 ~ 画像紹介
- 5.外航貨物海上保険 概要
- 6・外航貨物海上保険 事故時の初期対応
- 7.外航貨物海上保険 保険証券 ~ 書類実務
- 8·製造物責任保険(PL保険)

# 貿易取引の流れを理解しよう

- (1)貿易取引と国内取引との相違点
  - ①貿易取引は 国内取引と比べて多くのリスクがある
  - (i)国が異なるため、売主(輸出側)と買主(輸入側)が相互の情報を持っていない
    - ••• 基本となる商習慣の違い
      - ~ 取引相手の信用状況に不安がある = 信用リスク
      - ~ 本当に代金を払ってくれるか不安 = 代金回収リスク
      - ~ 本当に契約通りの商品が届くか不安 = 商品入手リスク
  - (ii)国が異なるため、商品の輸送距離が長く、時間もかかる
    - ~ 輸送途上の貨物の損傷や事故に対する不安 = 貨物の輸送上 のリスク
    - ~ 前払いだと輸入者の商品入手が代金支払い = 資金負担リスクより遅れ、後払いだと輸出者は商品を出荷した にもかかわらず代金回収が遅れる
  - (iii)通貨が異なるため代金決済が複雑である
    - ~ 通貨の交換が必要になる

= 為替変動リスク

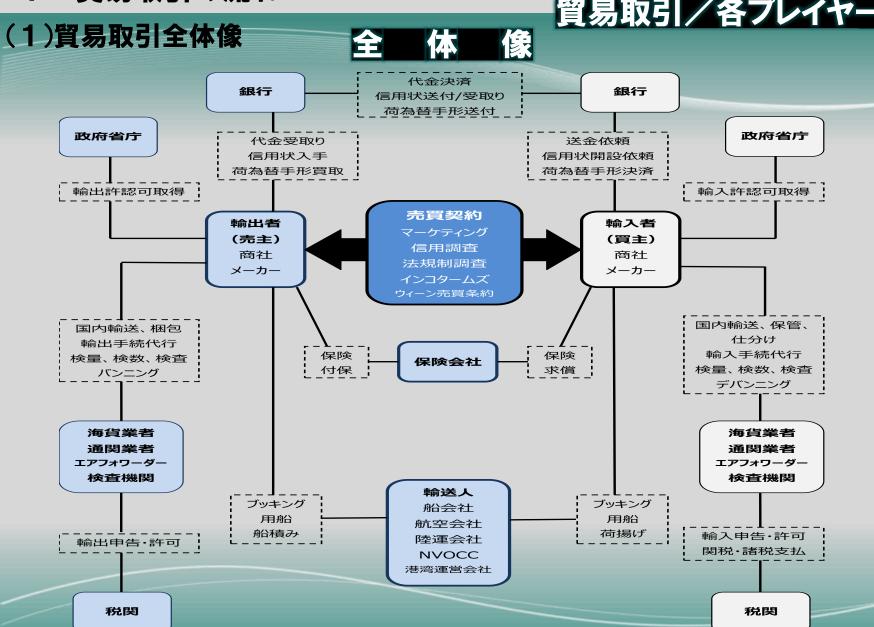
# (1)貿易取引と国内取引との相違点

①貿易取引は 国内取引と比べて多くのリスクがある

これら様々なリスクを回避・カバーするための仕組みを貿易関係者は生み出した。 一部とはなるが以下の通り。

- (i)信用リスク・代金回収リスク・・・ 信用状取引(Letter Of Credit)
- (ii)貨物の輸送上のリスク・・・・ 外航貨物海上保険
- (iii)為替変動リスク ・・・ 為替予約、通貨オプション
  - ⇒ 貿易取引には多くの関係者がおり、そうした貿易関係者と密な連携を とる必要が生じる。 ・・・ 次頁「貿易取引における各プレイヤー」
  - → こうした貿易取引のリスクを理解して、国際取引におけるトラブルについて 必要な手当てを講じて対策をすることが必須となる。
    - = ただし必要な手当てを講じても、100%リスクヘッジできる万能策は無いことも理解する必要があり。(商売上のリスクは常に残る)

# 貿易取引/各プレイヤー



# (1)貿易取引における売買の流れ

①マーケティング – 4つの「P」Products(商品計画)、Price(価格)、Promotion(販売促進)、Place(流通)



②信用調査 - 取引先 + カントリーリスク



③取引交渉 引合い(Inquiry)⇒オファー(Offer)⇒カウンターオファー(Counter Offer)

### 【取引交渉の内容】

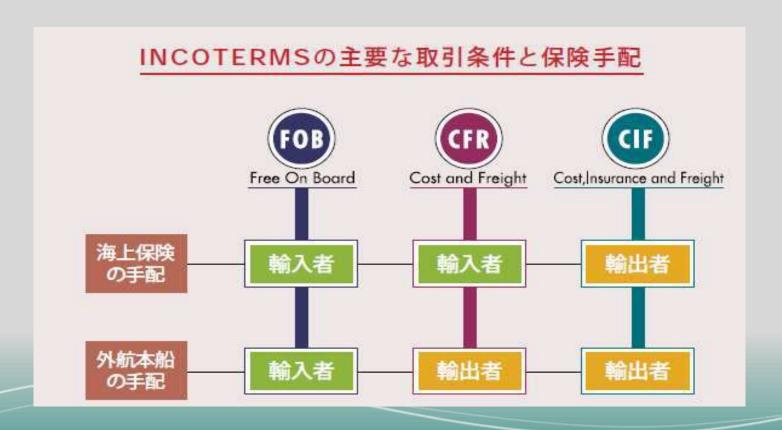
- ✓ 品質条件(商品に係る確認) 見本、標準品、仕様書、規格、銘柄
- ✓ 数量条件(数量に係る確認) 個数単位、重量単位、容積、長さの単位
- ✓ 貿易取引条件(価格に係る確認)
- ✓ 輸送条件(輸送に係る確認)
- ✓ 決済条件(代金支払いその他に係る確認)

④取引成立 - 契約書の作成

# インコタームズを理解しよう

## (1)インコタームズ とは

輸送中の危険を輸出者あるいは輸入者のどちらが負担するのか、また、保険の手配はどちらがしなければならないかについては、各種国際規則において取引条件ごとに定められています。 その中で最も一般的に使用されている国際規則が、国際商業会議所の定める INCOTERMS(International Commercial Terms)です。





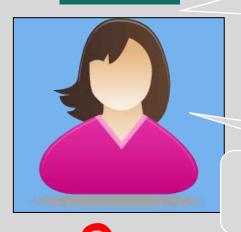




# 輸出者

保険はどちらが手配するのですか?





船の手配は?

輸送中の損害どちらが負担するのでしょうか?





- (2)インコタームズの覚え方
  - ①主語が何か
    - ・「輸出者」(売主)が主語。
  - 23枚のトランプカード



COST (モノの値段)



INSURANCE (保険)



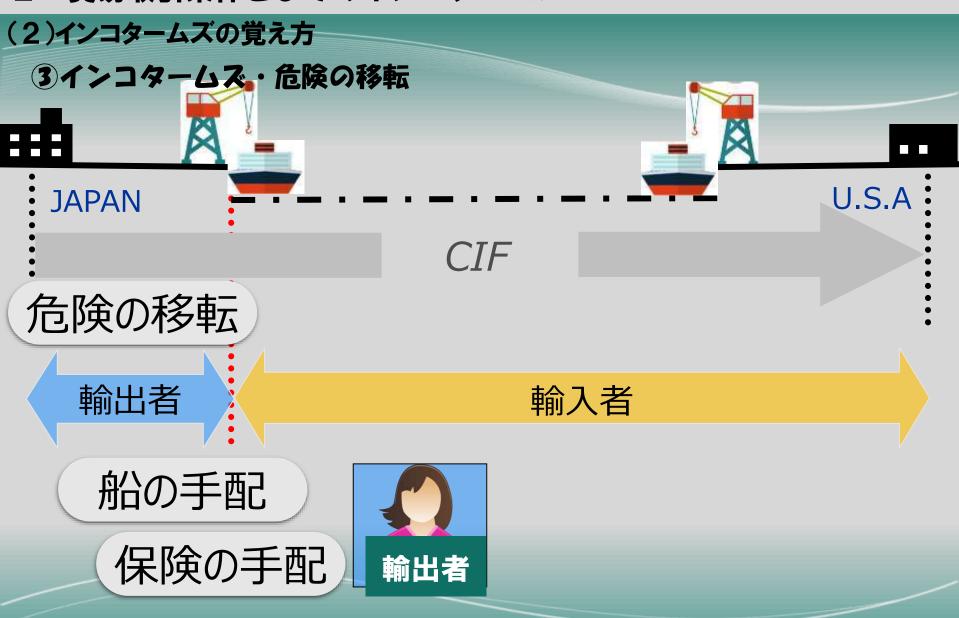
FREIGHT (運賃<sub>(海上·航空)</sub>)

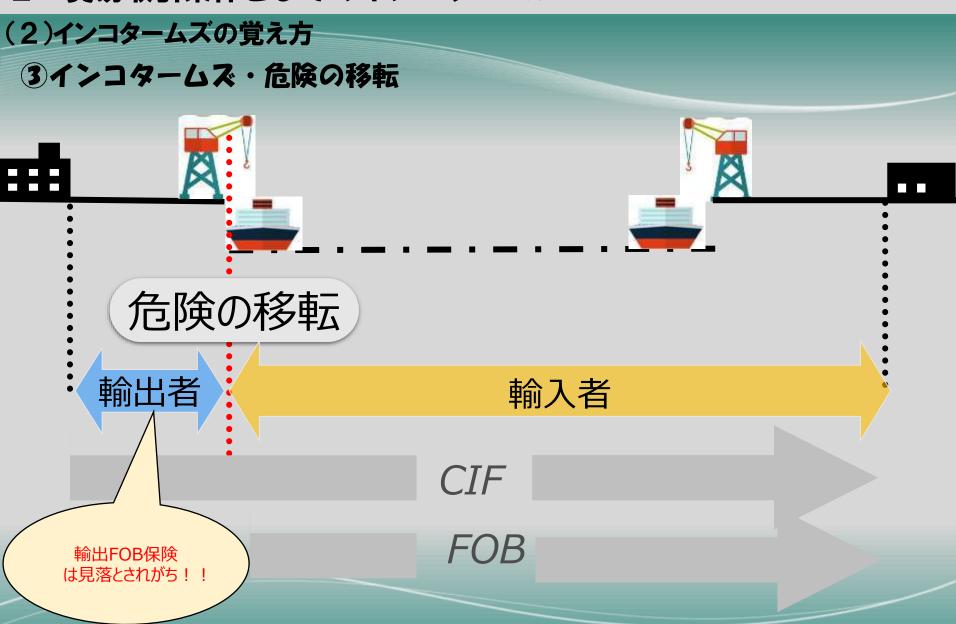


CIF 条件

CFR (C&F)条件

FOB 条件





- (2)インコタームズの覚え方 = まとめ
  - 1主語が何か
    - ・「輸出者」(売主)が主語。

# 23枚のトランプカード



COST (モノの値段



INSURANCE (保険)



FREIGHT (運賃<sub>(海上・航空)</sub>

③危険の移転時期



インボイス(Invoice) (商業送り状)

保険証券(Insurance Policy)

船荷証券(Bill of Lading) 航空運送状(Air Waybill)

## (3)インコタームズ2020

### ◆ インコタームズ(INCOTERMS)2020が制定

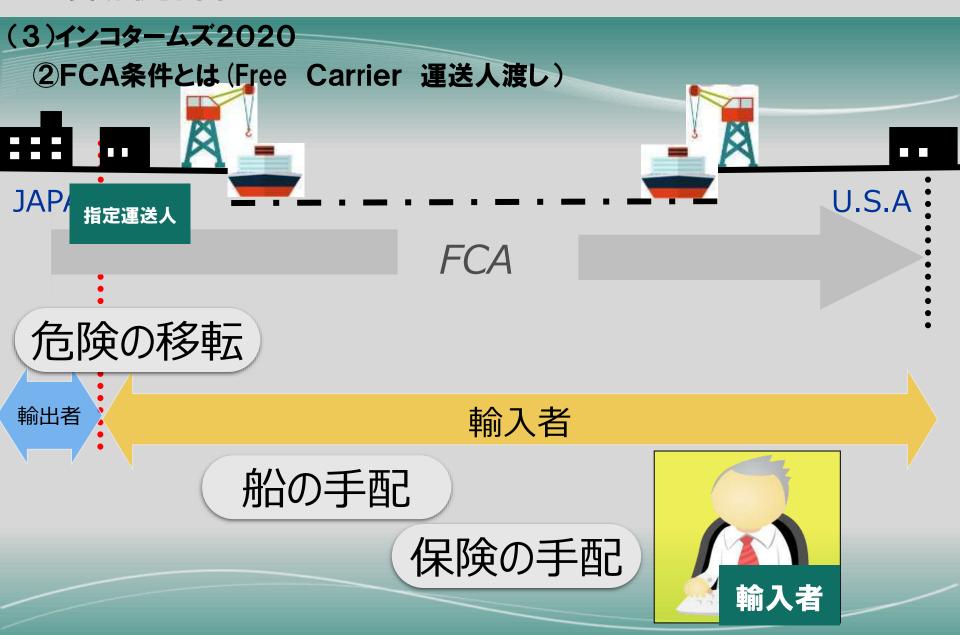
展八	Incoterms®2010			
区分	略称	名称		
	EXW	Ex Works		
	FCA	Free Carrier		
	CPT	Carriage Paid To		
いかなる輸 送手段にも	CIP	Carriage and Insurance Paid To		
適した規則	DAT	Delivered at Terminal		
	DAP	Delivered at Place		
	DDP	Delivered Duty Paid		
海上および	FAS	Free Alongside Ship		
内陸水路輸	FOB	Free On Board		
送のための	CFR	Cost and Freight		
規則	CIF	Cost Insurance and Freight		



	Incoterms <sup>®</sup> 2020				
	略称	名称			
	EXW	Ex Works			
	FCA	Free Carrier			
	CPT	Carriage Paid To			
	CIP	Carriage and Insurance			
		Paid To			
	DAP	Delivered at Place			
	DPU	Delivered at Place			
		Unloaded			
	DDP	Delivered Duty Paid			
	FAS	Free Alongside Ship			
	FOB	Free On Board			
	CFR	Cost and Freight			
	CIF	Cost Insurance and Freight			

⇒ なお、商取引上、過去のインコタームズ(2000.2010)の使用は可能であるため、 売買当事者間において、いつ改定されたインコタームズが適用されるか 明確に取り決めておくことが肝要です。

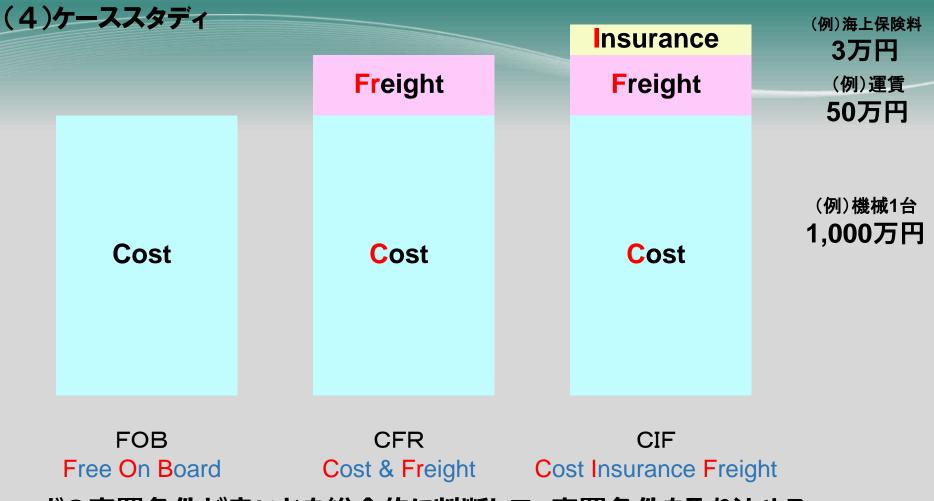






# (4)ケーススタディ 主要3条件(FOB、CFR、CIF)どの売買条件がメリットがある?

(例)海上保険料 3万円 nsurance (例)運賃 **Freight Freight** 50万円 (例)機械1台 Cost Cost Cost 1,000万円 FOB CFR CIF Cost Insurance Freight Free On Board Cost & Freight



どの売買条件が良いかを総合的に判断して、売買条件を取り決める

- ⇒ 【運賃】運賃市況はどうか、原油高騰による影響があるか?
- ⇒ 【保険】保険自国付保優遇税制のある国か、そもそも付保規制の有無は?
- ⇒ 【グループ収益】自社グループ内に物流会社とか保険代理店が有るか?

## (1)国内運送人と国際運送人は責任範囲が異なります

国内輸送の場合・・・このようなやりとりが想定されます。





弁償してください!!





商品を破損させてしまいました・・・。

# (2)国際運送人の責任

# 運送人の責任

受託貨物を仕向地まで安全に輸送する義務を負っており、それができなかった場合には荷主に対して損害を賠償する責任があります。

# 国際運送人の責任制限

# 運送契約上認められた免責事項や責任限度額

の規定により、荷主は運送人から十分な損害の賠償を得ることができない可能性があります。

国際海上運送人の責任 → ヘーグ・ヴィスビー・ルール 国際航空運送人の責任 → モントリオール第四議定書

## (2)国際運送人の責任

# 国際運送人の責任額

- ~ 船会社と航空会社では責任限度額が異なる点について注意。
- 国際海上運送人(船会社)

**666.67 SDR/梱包単位 もしくは 2 SDR/per Kg のいずれか高い方** 

- 国際航空運送人(航空会社)
  - 22 SDR/ per Kg
  - ※ただし、あくまでも前頁に記載の通り、国際運送人として責任を負うリスクについてのみ適用 となる点は注意が必要。

# (3)国際海上運送人(船舶輸送)の責任内容と外航貨物海上保険の関係

戦争				
ストライキ				
天災				
不可抗力				
  船舶火災				
│ │航海過失				
77 C/14 X25 / C				
運送品の	666.67SDR/			
積込•運送•	000.075DR/   包、単位また			
保管等の	は総重量×2			
取扱いに	SDR/kgのい ずれか高い方			
関する過失	に責任制限			
	L			

※SDRとはIMF(国際通貨基金)の特別引出権 (Special Drawing Right)のこと。 2024年1月現在 1SDR=約184円

運送人の賠償責任

荷主の負担

**貨物保険** (ICC(A)、IWC、ISC条件)

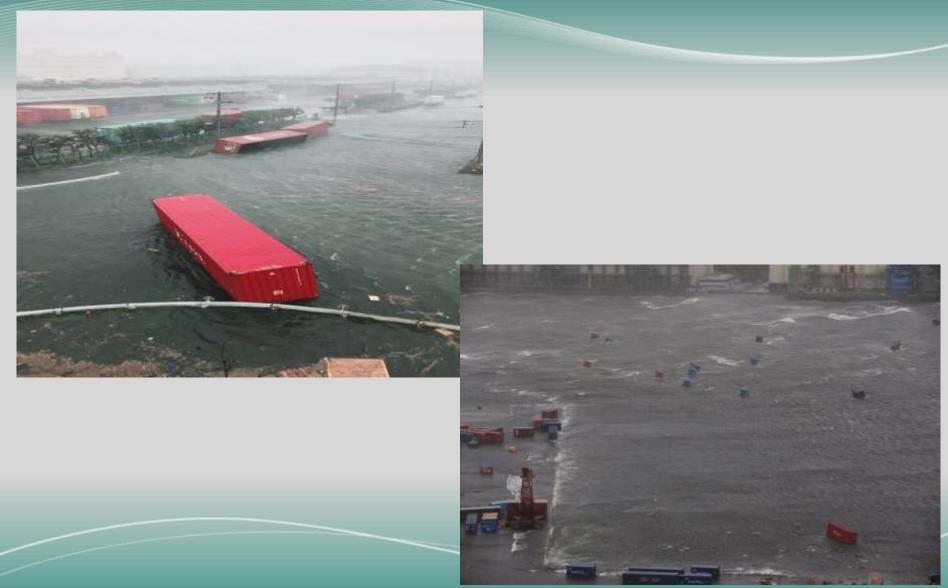
- (1)近年の自然災害の脅威
- (2)大型コンテナ船の事故事例
- (3)個別事故事例

# (1)近年の自然災害の脅威 ~ 2018年9月 台風21号損害





(1)近年の自然災害の脅威 ~ 2018年9月 台風21号損害



# (2)大型コンテナ船の事故事例

# 事例1. NYK ARGUS

(2004年建造、75,500G/T、6,492TEU)

- 2004年10月、地中海を航行中にNO.3ホールドから発煙、ホールド内の温度上昇を確認。
- ・ ホールド内を密閉し、CO2ガスを放出、更にホールド内に海水を注入したところ、事態は 沈静した。
- しかし、同ホールド内の多数のコンテナに煙による臭損、放水による濡損が発生した。



出典: Wikimedia Commons 2013/9/5 http://commons.wikimedia.org/wiki/File:Altenwerder5590.JPG

# (2)大型コンテナ船の事故事例

# 事例2. WAN HAI 307

(2002年建造、25,836G/T、2,226TEU)

- 2007年7月、伊豆諸島沖で貨物船と衝突。その結果、コンテナ船の機関室に浸水、 コンテナも数本流出した。
- その後、本船は救助業者により救助され、一部のコンテナを瀬取りの上、横浜港まで曳航された。
- 本船は修繕が必要のため、コンテナ全量を荷卸し。問題のないコンテナは代船に 積み替えられ、輸送を継続した。



出典: The Law Offices of Countryman & McDaniel 2013/9/5 http://www.cargolaw.com/2007nightmare alpha.action.html



出典: The Law Offices of Countryman & McDaniel 2013/9/5 http://www.cargolaw.com/2007nightmare\_alpha.action.html

# (2)大型コンテナ船の事故事例

# 事例3. MOL COMFORT

(2008年建造、86,692G/T、8,110TEU)

- 2013年6月17日、インド洋オマーン沖航行中に荒天に遭遇し、船体中央部に亀裂が発生。船体は2つに破断し、コンテナを積載したまま、それぞれ漂流を開始。
- 救助業者を手配し曳航を試みるも、船体後半部は6月27日に沈没。
- 船体前半部は7月6日に出火し、多数のコンテナが焼損。火災の進行により、 船体の傾斜が拡大し、7月11日に沈没。

### <船体前半部>



出典: gCaptain 2013/9/5 http://gcaptain.com/tag/mol-comfort/

### <船体後半部>



出典: gCaptain 2013/9/5 http://gcaptain.com/comfort-images/

# (3)個別貨物事故事例

・ 濡損、破損、汚損、盗難・不着、不足・欠減、カビ、Caking、錆、解凍 等









# (3)個別貨物事故事例

・ 濡損、破損、汚損、盗難・不着、不足・欠減、カビ、Caking、錆、解凍 等









# 外航貨物海上保険を理解しよう

# 5・国際輸送中の貨物を守る外航貨物海上保険

# (1)海上保険の歴史

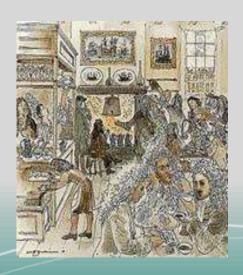
# ①冒険貸借

- 古代ギリシャ時代の海上輸送 → 荷主と船主で損害を負担(共同海損)
- 紀元前4世紀頃、商品が金融業者から金を借りて貿易を行い、成功した際に 利子をつけて返還する制度ができた → 冒険貸借



この制度が発展し、14世紀のイタリア商人らにより「海上保険」が誕生

# 2ロイズ



### ■ Edward Lloydが始めたコーヒー店

- ∼ 船長、船員、貿易商などがよく集まるコーヒー店(溜まり場)
- ~ ロイド氏は新聞の無い時代に海事に関する「ロイズ・ニュース」発行

### ・ロイズコーヒー店は一種の「取引所」へ

- ~ さらに船主や荷主なども集まるようになり情報交換の場が加速。 船主や荷主は「保険の引き受け手」を探すように
  - → 同コーヒー店で交換される情報を基に「個人資産家」が 保険の取引(引受け手)を行うようになった。
    ※「個人投資家」~ 王室、貴族、大臣 など
  - → 両者を仲介する存在としてブローカーも (出典 木村栄ー「ロイズ・オブ・ロンドン〜知られざる世界最大の保険市場)

### (1)海上保険の歴史

#### ③ロイズ・オブ・ロンドン

- ・ロンドン・シティ(金融街)にビル。個人が引受・無限責任は不変の考え方
  - ~ 今でもロイズ組合でもなくロイズ評議会でもなく、あくまでも個人が原則。 基本のフレームは300年以上変わっていない。
- •1994年に法人(有限責任を主体)も一部受け入れを開始。
  - ~ 背景として巨大災害の多発により個人資産家の破産や脱退が相次ぐ。
  - ~ 法人会員は日本の損害保険会社も含めむ世界有数の保険グループや ロンドン上場企業などが参加





左)ロイズのビル

右)ビル内のRoom風景

→ 様々な会社などが

看板を出して
「Room」で引受

- (2)海上保険の歴史が現在に及ぼす影響
  - Q・ なぜ世界で普及している外航貨物海上保険は、ロンドンの保険協会の約款 を世界各国で使用しているのか?
    - A・ 広く世界に普及しているイギリスの約款を採用している実態

Institute Cargo Clause(ロンドン協会貨物約款)

理由として、

同約款には長い歴史に培われた事故時の判例が多く、国際間の契約紛争等にも役立つため。

- Q・ 外航貨物海上保険で使用している戦争危険料率は実質 誰が決めているのか?
  - A・イギリスのWar Rate Committeeが定めるWar Rate表に準拠した対応をしている国が多い。

War(戦争危険)は世界の紛争状況を知る情報力と、万一発生した場合に、その再保険を引受けているロンドン市場に頼らざるを得ない部分が大きい。

(3)外航貨物海上保険(Marine Cargo Policy)の概要

# 海上危険(Marine Risk)

Institute Cargo Clauses (I.C.C.) 2009

# 戦争およびストライキ危険

(War & Strikes Risk)

Institute War Clauses (I.W.C.)
Institute Strikes Clauses (I.S.C.)

外航貨物海上保険の約款は世界に普及しているロンドンの保険協会の約款 を使用しています。

#### (4)海上危険(Marine Risk)に対する基本条件と補償内容

2009年制定協会貨物約款(Institute Cargo Clauses (I.C.C.) 2009)

	危険の	My	III.		ZWZ ZWZ	<b>各</b>	<i>2</i>		97	N N	H	Č.	GA
	危険の具体例	火災·爆発	船舶または 解の 沈没・座礁	陸上輸送 用具の 転覆・脱線	輸送用具の 衝突	本船または野への 積込・荷卸中の 落下による相包 1個毎の全損	海・湖・河川の 水の輸送用具・ 保管場所への 浸入	地震· 噴火·雷	雨・雪等 による濡れ	破損・まがり・ へこみ、 擦損・かぎ損	盗難· 抜荷·不着	外的な要因を ともなう 漏出・不足	共同海損・ 救助料、 投荷
	ICC (A)	0	0	0	0	0	0	0	0	0	0	0	0
基本条件	ICC (B)	0	0	0	0	0	0	0	×	×	×	×	0
	ICC (C)	0	0	0	0	×	×	×	×	×	×	×	0

<sup>○…</sup>お支払いの対象となります。

X…お支払いの対象となりません。 (ただし、特約をセットした場合には、お支払いの対象となります。)

(4)海上危険(Marine Risk)に対する基本条件と補償内容

大前提:偶然·外来·直接

Institute Cargo Clauses(A)

包括責任

全て払います、でもこれだけは払えません。

Institute Cargo Clauses(B)
Institute Cargo Clauses(C)

列挙責任

書かれているものだけ払います。

- 5・国際輸送中の貨物を守る外航貨物海上保険
- (4)海上危険(Marine Risk)に対する基本条件と補償内容

保険金をお支払いしない主な損害

重要

- ✓故意・違法行為による損害
- ✓ 荷造り・梱包の不完全・コンテナ内への積付不良 による損害(ただし、危険開始後に被保険者以外もしくはその使用人以 外の者によって行われる場合を除く)
- ✓貨物固有の瑕疵または性質による損害
- ✓航海、運送の遅延に起因する損害
- ✓偶然性のない損害、通常の損害
- ✓放射性物質による損害 など

#### (5)戦争・ストライキ危険の補償内容

# 大前提:<u>偶然·外来·直接</u>

#### Institute War Clauses (I.W.C.)の保険金をお支払する主な場合

危険の具体例	
戦争・内乱・革命・謀反・反乱	0
上記から生じる捕獲・拿捕・拘束・抑止または拘留	0
遺棄された機雷・魚雷・爆弾またはその他遺棄された兵器	0

#### <u>Institute Strikes Clauses (I.S.C.)の保険金をお支払する主な場合</u>

危険の具体例	
ストライキ、職場閉鎖、労働争議、騒じょうもしくは暴動	0
一切のテロ行為	0
政治的、思想的または宗教的動機から活動する者による損害	0
ストライキ、職場閉鎖、労働争議、騒じょうもしくは暴動から生じる労働者の不 在、不足または引き上げから生じる滅失、損傷または費用	×

#### (6)保険期間

海上危険・ストライキ危険の保険期間

## 始期

貨物が仕出地の倉庫または保管場所において、輸送開始のために輸送車両または他の輸送用具に直ちに積み込む目的で初めて動かされたとき





#### 終期

仕向地の最終倉庫または 保管場所において輸送車 両または他の輸送用具か らの荷卸が完了したとき





# 「A地点を出発してからB地点に到着するまで」 という航海建

#### (6)保険期間

海上危険・ストライキ危険の保険期間

## 終期

#### 注意

- 通常の輸送過程以外の保管を行うための倉庫または保管場所で 外航本船(航空機)からの荷卸が完了したとき
- 貨物の分配・仕分けを行うための倉庫または保管場所で輸送用 具からの荷卸が完了したとき
- ・ 荷卸後60日(航空機輸送の場合30日)が経過 したとき











#### (6)保険期間

戦争危険の保険期間

## 始期

貨物が外航本船(航空機)に積み込まれたとき

#### 終期

貨物が外航本船(航空機)から荷卸されたとき









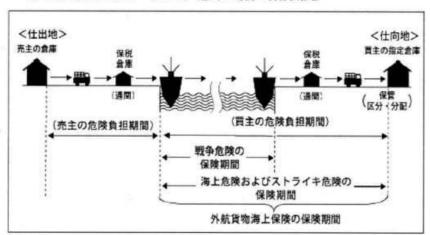


#### (6)保険期間 輸入時の「責任の始終」に関する特別約款に注意

#### 第1節 責任の始終に関する特別約款

#### 1. Risk Attachment Clause

(FOBおよびC&F (CFR) 輸入の場合の保険期間)



海上危険およびストライキ危険について、協会約款の規定では売主の倉庫において、輸送開 始のために輸送用具に貨物を直ちに積込む目的で、貨物が最初に動かされた時点から保険期間 が開始することとなっています。

一方で、たとえば FOB および CFR (C&F) 輸入の場合、売買契約上売主には保険手配の 義務はなく、買主は自分のために保険手配する必要があり、上図のとおり、買主の危険負担期 間である本船への積込み完了時から、買主の倉庫までの時点を保険手配することになります。

このように買主が保険手配を行う場合は、"Risk Attachment Clause" を適用し、買主の危 険負担の開始時期にあわせ保険が開始することを明確にしています。

#### (6)保険期間 輸入時の「責任の始終」に関する特別約款に注意 FOB Attachment Clause

#### Risk Attachment Clause

(This clause shall be applied where the subject-matter insured is supplied by other parties to the Assured.)

Notwithstanding anything contained herein to the contrary, this insurance (excepting coverage against War Risks) shall not attach until the risk of loss or damage to the subject-matter insured shall be transferred to the Assured, subject to the Incoterms, other common trade terms or a specific binding contract.

#### < % 法 >

(この約款は、被保険者が保険の目的物を他人から調達する場合に適用されます。)

この保険契約における他のいかなる規定にかかわらず、この保険契約は(ただし、戦争危険 については除きます)、インコタームズ、その他の一般的な貿易条件、または、拘束力のある 個別契約に従い、保険の目的物に対する危険負担が被保険者に移転されるまで開始しませ ん。

インコタームズのうち買主が保険手配を行う各条件における買主の危険負担の開始時点は以 下のとおりとなります。

インコタームズ条件	買主の危険負担の開始時点		
EXW (工場渡条件)	売主の出荷場所で買主の処分に委ねられた時		
FCA (運送人渡条件)	仕出地の指定場所で運送人に引き渡された時		
CPT (輸送費込条件)	船側に置かれた時		
FAS(船側渡条件)			
FOB (本船渡条件)	本船上に積込まれた時		
CFR (C&F) (運賃込条件)			

#### (7)保険料

# 保険料=保険金額×保険料率

# 保険金額(Insured Amount)

保険契約時の契約金額で、支払われる保険金の最高限度額。 通常はCIF価額(CIP価額)×110%で設定。

#### ※よくある質問

CIF(CIP)価額をなぜ 10%分Upするのでしょう?

#### (理由)

- ・輸入をすることで、輸入者は自国において販売(転売)することで'希望利益' が発生するという理屈
- ・その '希望利益' は10%相当とみなすという実務の決め
  - ~ インコタームズや信用状統一規則にもその旨規定があり。

#### (7)保険料

# 保険料=保険金額×保険料率

# 保険料率(Rate)

保険金額に対する保険料の割合 海上危険料率(Marine Rate) +戦争・ストライキ危険料率(War & Strikes Rate) =合計料率として表記

- ~ 料率の決定要素
  - ・貨物の種類・性質、荷姿(梱包状態)・数量・価額、
  - •積載船舶•輸送方法、•輸送区間•経路•季節
  - ・過去の事故率、補償の範囲(特約) など

#### (8)外航貨物海上保険 約款改定の歴史

旧約款に注意 Institute Cargo Clauses 1963 → 1982 ⇒ 2009 改定の歴史

ロンドン保険協会では国際物流実態に即して、約款の改定を行ってきた歴史があります。 Institute Cargo Clauses (1963) = いわゆる旧約款  $\sim$  保険条件 A/R条件= All Risks(全危険担保)、WA条件(分損担保)

- ⇒ 現在はInstitute Cargo Clauses (2009)が大半となるまで普及している。
- ⇒ 一方で・・・ いまだに旧約款を使用したがる海外取引先も一部にはあり。

FPA条件(分損不担保)

= 実務上の注意事項
Institute Cargo Clausesの( )が西暦何年となっているか十分に注意!!

#### (8)外航貨物海上保険 約款改定の歴史

旧約款(1963)・新約款(1982、2009)の 保険条件とてん補範囲に関する比較表

図表 3-1 保険条件とてん補範囲比較表

				1		基本条件	
				○:カバーする △:特約 (オブション) ×:免責	FPA 分損 不担保	W A 分損 担保	A / R 全危険 担保
	損害の種類			新 ICC	(C)	(B)	(A)
	担	舌の	聖親	てん補範囲		V	
	1	費用指	害	<ul><li>・損害防止費用</li><li>・救助料・その他の附帯費用(サーベイ費用等)</li><li>・特別費用</li></ul>	0	0	0
		共	<b>司海損</b>	・共同海損犠牲損害     ・共同海損費用     ・共同海損費用	0	0	0
物的損害			全損	・現実全損 ・推定全損 ・荷造り1個ごとの全損 <sup>®</sup>	0	0	0
摂害	単独海損	分 特定分損 ・船舶・艀の衝突・接触によ ・貨物の火災・爆発による接	・船舶・艀の座礁・沈没・大火災による損害 ・船舶・艀の衝突・接触による損害 ・貨物の火災・爆発による損害 ・避難港での貨物の荷卸しに起因する損害	0	0	0	
			その他の分損	・特定分損以外の分損	×	0	0
d:t	平常時	各種付加危険		• Shortage、RFWD、TPND等	Δ	Δ	0
付加危険		- 44	MAGE	・戦争危険(War Risks)	Δ	Δ	Δ
険		非	常時	・ストライキ危険(SRCC Risks)	Δ	Δ	Δ
	不担保	損害	(免責)	・貨物固有の瑕疵・性質、自然消耗 ・航海の遅延、不法行為 ・梱包不良 ・放射能汚染	×	×	×

※船舶、解への積込、荷卸中の海没、落下による梱包1個ごとの全損は、新ICC(C)ではカバーされない。

#### (8)外航貨物海上保険 約款改定の歴史

#### 旧約款に注意

- ⇒ 現在はInstitute Cargo Clauses (2009)が大半となるまで普及している。
- ⇒ 一方で・・・ いまだに旧約款を使用したがる海外取引先も一部にはあり。

#### (設問例)

- ・信用状取引( L / C )により海外の取引先の銀行が旧約款 = I C C (1963)を指定してきた場合には
  - ・仮に、もし日本の輸出者が、他の取引同様に ICC(2009)で保険証券を発行依頼して海外の買い手に誤ってそのままICC(2009)で送付してしまった場合
    - ⇒ ディスクレ(買取不能)として海外の取引先の銀行が、代金の決済を拒否することに (つまり代金が送金されないので、日本の輸出者側が貨物を送ったにもかかわらず、お金を 得られない怖れにつながります)
    - ⇒ 保険証券の発行を保険会社に依頼するときに、I C C (1963)での発行をきちんと依頼する

# 外航貨物海上保険 事故時の 初期対応について

# 事故に遭われた際 ご対応頂きたいこと

- ①損害の拡大防止・軽減のために合理的な処置を講じていただくこと
- ②契約運送人・実運送人等に対する損害賠償 請求権(求償権)の保全・行使に必要な 手続きを行っていただくこと
- ③遅滞なく保険会社にご連絡いただくこと
- ④必要な書類・証拠をご提出いただき、 損害の調査にご協力いただくこと

①損害の拡大防止・軽減のために合理的な処置を講じていただくこと

具体的に講じて頂くことは

# 写真撮影

貨物の異常を記録する (書類へのリマーク記載)

受損貨物・梱包はそのままに

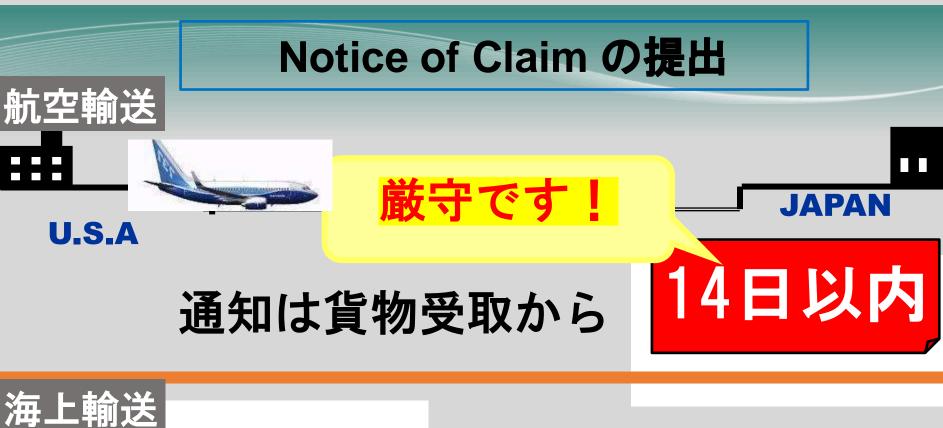
ただし損害拡大防止措置は速やかに!

②契約運送人・実運送人等に対する、損害賠償 請求権(求償権)の保全・行使に必要な手続き を行っていただくこと

具体的に講じて頂くことは

Notice of Claim の提出

ただし タイムリミット(次頁)に注意!



海上輸送 U.S.A 通知は貨物受取から 3 日以内

③遅滞なく保険会社にご連絡いただくこと

具体的に講じて頂くこと

貨物がいつ・どこに到着したのか

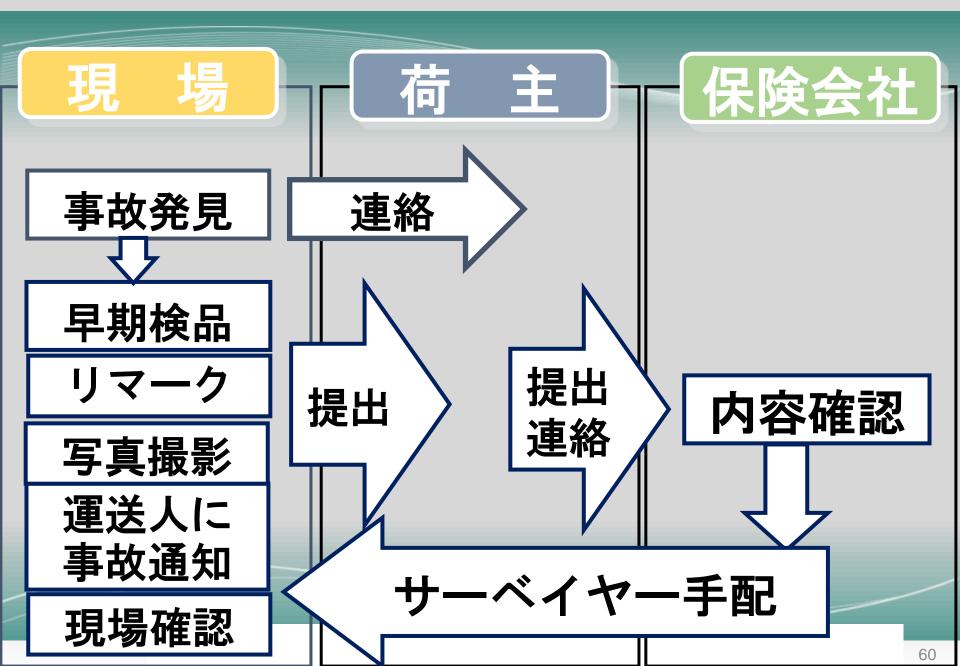
損害がいつ発見されたのか

損害貨物の詳細情報

(数量や損害状況、見込損害額等)

考えられる損害原因は何か

損害貨物の保管場所と連絡先



THE	гоуо ма	RINE AND	FIRE INSURA	NCE CO., LTD.
Assured(s)etc			Invoice No.	
Japan Trading Co., Lt	id.		② JT02-256	
Code:	Me.		Amount insure	
Policy	as 11		① US\$66.000	
Nn. ③ 04-123456				
laim,if any,payable at/in			Conditions	
Immediate claim notice			(I) All Risks	
To: The Toyo Marine Hong Kong Office		Co.,Lta.		
	Center, 16 Harcou			
401, Far Finance Fax:543-1234	Tel:543-9876	rt Kowd, Hong Koi	e .	
and Claims will be pa		257		
ocal Vessel or Conveyance		ar,	From(interior port o	nlace of leading)
®			(2)	place of soluting)
hip or vessel called at		at and from	Seiling on or about	
CS Minste Maru Voy	No. 20-20T	D Takyo	② April 20, 20xx	
rrived at/transshipped at		thence to		
hong Kong		39		
loods and Merchandises				
				Subject in the following Clauses as per bank beneal:
10 cases (100 sets) of 1	Reciprocating pisto	n engines		Institute Cargo Clauses
(3) 10 cases (100 sets) of it for motorcycle, of cylin				Institute Cargo Classes Institute Wor Classes (Cargo)
	nder expacity 51 ce			Institute Wer Cleaners (Carps)
for motorcycle, of cylin	nder expacity 51 ce			Institute Wor Cleaner (Cargo) Institute Strikes, Rists and Civil Consections Cleaner
for motorcycle, of cylin	nder expuncity 51 or ler &/or on Deck)		t at same as insured.	Institute Wer Clesses (Corps)  Institute Strikes, Haits and Civil Constations Cleases Institute Dangerous Drugs Cleases
for matorcycle, of cylin  (In container und  Marks and Numbers as per  Signed in Dated	nder capacity 51 co ler &/or an Dock) : Invoice No. specii	ied above. Value No.of Policies is		Institute Wer Cleases Corpul  Institute Strikes, Rists and Civil Consections Cleases Institute Desgeness Drope Cleases Institute Desgeness Cleases
for mataneyele, of cyling the container and Marks and Numbers as per	nder capacity 51 co ler &/or an Dock) : Invoice No. specii	ied abova. Value		Institute Wer Cleanes (Carpo) Jasetzus Boilden, Raista and Civil Consociona Cheases Institute Disagnous Druge Cleases Institute Regionment Cleases Institute Regionment Cleanes Institute Regionerie Contamination, Chronical, Biologies
for matorcycle, of cylin  (In container und  Marks and Numbers as per  Signed in Dated	nder capacity 51 co ler &/or an Dock) : Invoice No. specii	ied above. Value No.of Policies is		Institute Wer Cleanes (Carpo) Jasetzus Boilden, Raista and Civil Consociona Cheases Institute Disagnous Druge Cleases Institute Regionment Cleases Institute Regionment Cleanes Institute Regionerie Contamination, Chronical, Biologies
for matorcycle, of cylin  (In container und  Marks and Numbers as per  Signed in Dated  Tokyo April 14	nder capacity 51 ce for defor on Deck) · Invoice No. apecid d, 20xx	No.of Policies is Two	sued	Institute Wer Graum Corpil Smitter Booken, Riste and Chil Commetions Cleane Institute Describe Diego Cleane Institute Describe Diego Cleane Institute Describe Diego Cleane Institute Rediscribe Corponission, Chronical, Ridging Bio Chesical and Bestremagnetis Wespiese Entonies Cl
for mataneyele, of cylir (In container und Marks and Numbers as per signed in Dated Takyo April 14	er &/or on Dock/  Invoice No. specif  1, 20xx	led above. Value No.of Policies is Two	SASED  The same as he and a po Name and Names of all and a same as the same as	Institute Wer Circum Corp.  Jaminst Brollen, Rate and Chil Competition Cleases Jaminst Dougen, Rate and Chil  Jaminst Beginning Department  Jaminst Beginning Cleanes  Jaminst Beginning Cleanes  Jaminst Beginning Chil  Jaminst Mospons Enthum  Jaminst Beginning  Jaminst Mospons Enthum  Jaminst Department  Jaminst Mospons  Jaminst Department  Jaminst Mospons  Jami
for mataneyele, of cells  (In container und  darks and Numbers as per  signed in Dated  Takyo April Is  **Newsonding of segment sensor, somet, containers and its consequences through the form of the consequences of the consequ	er de'er en Deck)  Invoice No. apecit  1, 20xx  samuel, er or of any energy theres: surface genetics, that is, the this surrounts and	No. of Policies is Two  Be likewed, the search of the period of the peri	SAIRED	Institute Wer Circum (Corp)  Institute Bolden, Rates and Cold Commetions Cleanes  Institute Desember Deep Circum  Institute Desember Deep Circum  Institute Desember Deep Circum  Institute Desember Operation (Comments, Circum)  Institute Desember Corporation (Comments, Dissippin  Bab Chemical and Emptores operation Weepons Enthumos Circum  Institute Circum (Comments)  Institute Circum (Comme
for matoreyole, of cylin  (In container and  Marks and Numbers as per  igned in Dated	er &/or on Dock/ er &/or on Dock/ Invoice No. apecia f, 20xx  susual, or or of on annual thereo: worthe openhous, is the file surveys shall or before, desprise.	No. of Policies in Thro  the likework that as not less than the man. No. of the policy in the policy	Stated  James as his seed in yor Name and Names of all and one case has a seed in the seed of the seed	Institute Wer Circum Corpor   Institute Booken, Riston and Chill Commetions Cleases Institute Despose Direct Circum Institute Despose Direct Circum Institute Registerates Circum Institute Circum Institute Circum Institute Circum Institute Circum Institute Circum Institute Ins
for matorcycle, of cyllin the matorcycle, of cyllin the tracks and Numbers as per signed in Dated by Took of the tracks and Numbers as per signed in Dated by Took of the tracks and the tracks and the tracks are tracked by Took of the tracks are tracked to the tracks and the tracks are tracked to the tracked to the tracks are tracked to the tracke	er de'er on Deck)  Invoice No, special  Journal	No. of Policies in Thro  the likework that as not less than the man. No. of the policy in the policy	Stated  James as his seed in yor Name and Names of all and one case has a seed in the seed of the seed	Institute Wer Circum Corpor   Institute Booken, Riston and Chill Commetions Cleases Institute Despose Direct Circum Institute Despose Direct Circum Institute Registerates Circum Institute Circum Institute Circum Institute Circum Institute Circum Institute Circum Institute Ins
for matoreyole, of cylin the matoreyole, of cylin the container and thatks and Numbers as per igned in Dated b Tokyo April 14 through the container and the consequences through the container and the consequences through the container and the consequences through the container and t	er de/or an Dock/  Invoice No. special  A 20xx  Mental, are or of any attenty thereo; early objective to the third or any attenty thereo; early objective to the third or any attenty objective to the third our attenty objective to the third our attention of the value of the third out of third out of the third out of the third out of	No. of Policies in Two  No. of Policies in Two  In it have been in an election, and a series in an election of the part of a series in all the make has the part of a selection of the part of t	sayed and a po Name and Names of all and a gaster, and the complete are harder at the market and gaster (against a gaster). Matter is in the ansatz when the say Matter is in the ansatz Venezi on by well-securious laws from the complete and the sayed and and distributions wait have serviced as and distributions wait have serviced as and distributions wait have serviced.	Institute Wer Circum Worney  Institute Broken, Finan and Chill Commetions Cleanes  Institute Desember Direc Circum  Institute Desember Direc Circum  Institute Desember Direc Circum  Institute Desember Circum  Institute Circum  Institute Desember Circm  Institute Desember C
the management, and cyclin the management as per gipted in Dated by Tokyo April 14 Dated by Tokyo Company 1 Dated by Toky	er delor an Deck)  Involce No. apacit (200x)  In	No. of Policies in Two  No. of Policies in Two  In it have been in an election, and a series in an election of the part of a series in all the make has the part of a selection of the part of t	Street  on, as he and as or Name and Names of all and or selections, and less places beautiful to the such as a selection, and less places beautiful to the such as a selection of the selection	Institute Wer Circum Worney  Institute Broken, Finan and Chill Commetions Cleanes  Institute Desember Direc Circum  Institute Desember Direc Circum  Institute Desember Direc Circum  Institute Desember Circum  Institute Circum  Institute Desember Circm  Institute Desember C
for matorcycle, of cyllin the matorcycle, of cyllin the container and tarks and Numbers as per signed in Dated b Tokyo April 14 through the container and the cyllin through the container and the cyllin through through the cyllin through the cyllin through the cyllin through through the cyllin through thr	er delor an Deck!  Invoice No. apacit  Invoice No. apacit  J. 2000  Annual Service  Annual Ser	No. of Policies in Two  Its it know, that as set in his as the cost in the real of the real of the cost in the cos	season and as not fine and blasses of all read or all	Institute Wer Circum (Corpo)  Sentitute Bolden, Raten and Child Commetions Classes  Institute Despute Dispos (Despute  Bustinets Replacement Despute  Bustinets Replacement Classes  Bustinets Replacement Classes  Bar Chamilton Replacement Classes  Bar Chamilton Replacement Classes  Bar Chamilton Sentinets  Bar Chamilton
the management, and cyclic than constainer und that constainer und	ear defor an Deck!  Invoice No. specifi f, 20xx  strank,	ied above. Value No.of Policies in Two  Be likewo, that as sell is the sell of the town of the the three three town of the three three town of the three town of three town	sound as and a primare addition of all order and sound a primare addition of the sound as a sound a	Institute Wer Chrome Worger  Sentitute Booker, Ritten and Christ Commission Classes  Institute Despute Dept Chrome  Bartiste Booker, Ritten and Christ  Bartiste Booker, Dept Chrome  Bartiste Booker, Dept Chrome  Bartiste Booker, Chrome  Bartiste
the mantorcycle, of cyclic the mantorcycle, of cyclic than container und tarks and Numbers as per signed in Dated 10 Tokyo April 14 Tokyo Apr	ear defor an Deck!  Invoice No. specifi f, 20xx  strank,	led above. Value No. of Policies in Two  In is is seen, and is seed in law or there was No. In part in all do make in the part of and in the part of an and in the pa	and the seal is not live and Nations of all conferences and include and includ	Institute Wer Chramm (Corpil) Sentitute Robins, Rham and Chrid Commetions Classes Institute Desponse Drope Chrame Bushiste Desponse Drope Chrame Bushiste Registerance Classes Bushiste Registerance Classes Bushiste Registerance Classes Bas Chemical Registerance Classes Bas Chemical Registerance Classes Bas Chemical and Electromagnetic Wespons Enthurins C Bas Chemical and Electromagnetic Wespons Enthurins Corp (Senting Corp (Senting Corp (Sent)) Bas Chemical and Electromagnetic Wespons Enthurins Corp (Senting Corp (S
the matoreyede, of cyclic the matoreyede, of cyclic the container and the container	ler delor an Deck!  Invoice No. apecid  i, 20x  settation  i, 20x  settation  i, 20x  settation  in delor general thereous  is the real content of the content  in the content of the content of the content  in the content of th	led above. Value No. of Policies in Two  In is is seen, and is seed in law or there was No. In part in all do make in the part of and in the part of an and in the pa	and the seal is not live and Nations of all conferences and include and includ	Institute Wer Chramm (Corpil) Sentitute Robins, Rham and Chrid Commetions Classes Institute Desponse Drope Chrame Bushiste Desponse Drope Chrame Bushiste Registerance Classes Bushiste Registerance Classes Bushiste Registerance Classes Bas Chemical Registerance Classes Bas Chemical Registerance Classes Bas Chemical and Electromagnetic Wespons Enthurins C Bas Chemical and Electromagnetic Wespons Enthurins Corp (Senting Corp (Senting Corp (Sent)) Bas Chemical and Electromagnetic Wespons Enthurins Corp (Senting Corp (S
the mantorcycle, of cyllin the mantorcycle, of cyllin the container and the cylling of the cylli	in the compactify \$1 cm of the compactific control	leed above. Value. No. of Policies in Two  In it is have, had a seed in his at these one. It is pear in all the make had a seed in his at these one. It is pear in all the make had been paid of an at these one. It is an attended to the pear of a the	sound in and is at Name of Name of all order are sound as a Plant and Name of all order are sound as a plant and name of a sound as a plant and a sound as a sound as a plant and a sound as	Institute Wer Cleanes (Coppe) Sections Robbins, Rama and Crist Commetions Cleanes Sections The Section Dept. Cleanes Section The Section Section Section Section Sections Sections Section Sections Section Sections Section
for mateorycele, of cyclic flat container and farks and Numbers as per signed in Dated b Takey April 14 transcription of the part of the p	ler delar an Deck)  Invoice No. apacit  Invoic	led above. Value No. of Policies in Two  Two Of Policies in Two  In in theme, had is set of in just on the one in is set of in just on the one in is set of in just on the one in is set of in just on the one in it was to the one in the one in the part of indicate in a set of in just in the part of indicate in the one in the one indicates in the one in the one in the indicates in	and a few and a set Name and Names of all order and health and a set Name and Names of all order and health and a set Name and American and American and American and American Materian school and Name and the American Materian school and Name and the American American and American and American and American and American and American and American and American and American American and American and American and American American and American and American and American American and American and American and American and American American and American and American and American and American and American and American and American and American and American and American and American and American and American and American and Ameri	Institute Wer Circum (Corpo)  Institute Bollan, Rama and Chil Commetion Classes  Institute Despute Dept Circum  Bartiste Dept Comment Circum
for matericycle, of cyllis for matericycle, of cyllis (In container und Aarks and Numbers as per signed in Dated D Tokyo April 14 Dogs	en de la compación se la compación de la compa	led above. Value.  No. of Policies in Two  In It is have, but as set of a list as there was No. It was to all the set of	sound to said a primer and bissess of all and a primer and bissess of all bissess of all bissess of a primer and bissess of all bissess of a primer and bissess of a bissess	Institute We Cream Coppel Section Rodain, Rate and Crit Connection Cleases Section Rodain, Rate and Crit Connection Cleases Section Rodain Dept Creases Destricts Replacement Cleases Best Section Replacement Cleases Batter Replacement Cleases Bis Chemical and Empteremptation Weapons Enrichment Cleases Bis Chemical Cleases Bis
the mantorcycle, of cyllic than container und than the mantorcycle, of cyllic than container und than the mantorcycle of the ma	induce capacity \$1 ce ler defor an Deck)  Invoice No. apecit  f. 20xx  **Stranger for the control of the control  f. 20xx  **Stranger for the control  for the	leed above. Value No. of Policies in Two  to Ukanon, but a seed in his an other one. No is part in all, design for the part of a seed in his an other one. No is part in all, design for a seed in his an other one. No is part in all, design for a seed in his an other one. No is part in all, design for a seed in the part and the pa	sound in seal is at Planer and Nations of all and extraction. All the seal is at Planer and Nations of all seal and the se	Institute Wer Circum (Coppe) Sentines Robins, Rann and Chill Commetion Cleanes Sentines Deagnes Dept Circum Sentines Deagnes Dept Circum Sentines Deagnes Dept Circum Sentines Deagnes Dept Circum Sentines Sentines Sentines Sentines Circum Sentines
the mattersyche, of cyclic the matter and Numbers as per igned in Dated in Date	ler delar an Deck)  Invoice No. apecid  J. JOXX  **Invoice No. apecid  J. JOXX  **********************************	ied above. Value  No.of Policies in Two  Be likewo, the as sell is the sell of the as sell is the as sell is the as sell is the as sell is the assell is the ass	sound in and a primare and bissess of all and a primare a	Institute Wer Circum Worger  Institute Decision, Ratus and Child Commissions Cleanes  Institute Decision Player Circum  Institute Decision Player  Institu
for matericycle, of cyllic flat container und flatks and Numbers as per signed in Dated b Tokyo April 14 Dated b Tokyo D	Invoice No. apaciti  Invoice No. apacit  Invoi	leed above. Value.  No. of Policies in Two  to likeway, had a sed in has when each is part in all, thousand, had a sed in has a when each is part in all, thousand had the part of a sed has a when each is part in all, thousand had a sed in has a when each is part in all, thousand had a sed in the part of a sed in the sed in the three lines had a segment the date in the part of a sed in the sed in the three lines in our flower in the part of a sed in the sed in the three lines in our flower in the sed in the sed in the three lines in our flower in the sed in the sed in the three lines in our flower in the sed in the sed in the three lines in the part of the sed in the three lines in the part of the sed in the three lines in the part of the sed in the three lines in the part of the sed in the three lines in the part of the sed in the three lines in thre	sound in and is at Name of Name of the order of the order of the order of Name of the order of Name of the order of Name of Na	Institute Wer Circum (Coppe) Sentines Bother, Rann and Chill Commettion Classes Sentines Desposes Dept Circum Sentines Desposes Dept Circum Sentines Desposes Dept Circum Sentines Desposes Dept Circum Sentines Sentines Dept Circum Sentines Sentines Dept Circum Sentines Sentines Sentines Circum Sentines Sentines Sentines Sentines Circum Sentines Sentin
the management of cyclic and cyclic and cyclic and cyclic and the	in delica an Deck)  Invoice No. apecid  J. J	lied above. Value  No. of Policies is  Two  I have been a set of the likewood, that as set of the has a their one his as set of the has a their one his as the likewood, the set of the likewood the likewood to the port of set of the likewood to the port of set of the likewood to the set of likewood to the the set of likewood to the the set of likewood to the	sound to and a a 7-three and Nesses of all soft- ments are designed to the sound of a 1-three and the sound the 1-three and 1	Institute Wer Chramm (Comp)  Institute Booken, Filters and Christ Chrammation Classes  Institute Desponse Drog Chramm  Desponse Drog Chramm  Institute Desponse Chramming  Bab Chemical and Expertenteyparts Wespons Explanate  Desponse Desponse Desponse  Bab Chemical and Expertenteyparts Wespons Explanate  Desponse Desponse  Desponse Desponse  Desponse Desponse  Desponse Desponse  Despons
for matericycle, of cyllis for matericycle, of cyllis (In container und In container und Interior und Interior und Interior und Interior und Interior und Inter	endur capacity \$1 ce or &for an Deck!  Invoice No. apecia  J. 20xx  J. 20xx  Invoice No. apecia  J. 20xx  J.	leed above. Value.  No. of Policies in Two  In It is have, but as set of it is as the even in is set of it is as the even in is set of it is as the even in is set of it is as the even in is set of it is as the even in is set of it is as the even in is set of it is as the even in it is cleared in a set of it is in a cleared in a set of it is in a clear in a set of it is in a set of it is as the even in it is in a set of it is a set of it is in a set of it in a set of	and the seal of a Pillare and Nations of all seal of the seal of a pillare and Nations of all seal of the seal of	Institute Wer Chrame (Coppe) Sentines Brokken, Rama and Chris Commetions Classes Sentines Desposes Depts Chrosses Sentines Desposes Depts Chrosses Sentines Replacement Classes Sentines Sentines Classes Sentines Comments Sentines Comments Sentines Sentines Comments Sentines Sentines Comments Sentines Sentines Sentines Comments Sentines Senti
for matericycle, of cyllic film container und Marks and Numbers as per signed in Dated D Tokyo April 14 Days April	endur capacity \$1 ce or &for an Deck!  Invoice No. apecia  J. 20xx  J. 20xx  Invoice No. apecia  J. 20xx  J.	leed above. Value  No. of Policies in  Two  to likewood, but  a set of his as these one. No is part in all, the take one is part of the take one. In all, the take one of the take one is made and the take of the take of the take in the take of the take of the take of the take in the part of the take of the take in the part of the take of the take in the part of the take of the take in the part of the take of the take in the part of the take of the take in the part of the take of the take in the part of the take of the take in the part of the take of the take in the part of the take of the take in the part of the take of the take in the part of the take of the take in the part of the take of the take in the part of the take of the take in the part of the take of the take in the part of the take of the take of the take in the part of the take of the take of the take in the part of the take of the take of the take in the part of the take of the take of the take in the part of the take of the take of the take in the part of the take of the take of the take in the part of the take of the take of the take in the part of the take of the take of the take in the part of the take of the take of the take in the part of the take	sound in and is at Name of Name of all order accesses, as it is not in a to Name of all order and sound in a to Name of America, and it is not in the sound of an element of the sound of the Name of	Institute Wer Circum (Coppe) Sentines Bother, Rates and Chil Commettion Classes Sentines Desposes Dept Circum Sentines Desposes Dept Circum Sentines Desposes Dept Circum Sentines Desposes Dept Circum Sentines Sentines Sentines Circum Sentines Sentines Sentines Sentines Circum Sentines S
ther mantoneycele, not explicit that container und farks and Numbers as per signed in Dated b Tokyo April 14 to Tokyo Ap	endur capacity \$1 ce or &for an Deck!  Invoice No. apecia  J. 20xx  J. 20xx  Invoice No. apecia  J. 20xx  J.	leed above. Value  No. of Policies in  Two  to likewood, but  a set of his as these one. No is part in all, the take one is part of the take one. In all, the take one of the take one is made and the take of the take of the take in the take of the take of the take of the take in the part of the take of the take in the part of the take of the take in the part of the take of the take in the part of the take of the take in the part of the take of the take in the part of the take of the take in the part of the take of the take in the part of the take of the take in the part of the take of the take in the part of the take of the take in the part of the take of the take in the part of the take of the take in the part of the take of the take in the part of the take of the take in the part of the take of the take of the take in the part of the take of the take of the take in the part of the take of the take of the take in the part of the take of the take of the take in the part of the take of the take of the take in the part of the take of the take of the take in the part of the take of the take of the take in the part of the take of the take of the take in the part of the take of the take of the take in the part of the take	and the seal of a Pillare and Nations of all seal of the seal of a pillare and Nations of all seal of the seal of	Institute Wer Chrame (Copp) Sentines Brokken, Risen and Chill Chemistion Chasses Institute Department Dept Chesses Buttlers Bagistenest Dept Chesses Buttlers Bagistenest Chasses Buttlers Bagistenest Chasses Buttlers Bagistenest Chasses Battlers Bat
the materia probe in expellent and Numbers as per ligated in Dated	endur capacity \$1 ce or &for an Deck!  Invoice No. apecia  J. 20xx  J. 20xx  Invoice No. apecia  J. 20xx  J.	leed above. Value  No. of Policies in  Two  to likewood, but  a set of his as these one. No is part in all, the take one is part of the take one. In all, the take one of the take one is made and the take of the take of the take in the take of the take of the take of the take in the part of the take of the take in the part of the take of the take in the part of the take of the take in the part of the take of the take in the part of the take of the take in the part of the take of the take in the part of the take of the take in the part of the take of the take in the part of the take of the take in the part of the take of the take in the part of the take of the take in the part of the take of the take in the part of the take of the take in the part of the take of the take in the part of the take of the take of the take in the part of the take of the take of the take in the part of the take of the take of the take in the part of the take of the take of the take in the part of the take of the take of the take in the part of the take of the take of the take in the part of the take of the take of the take in the part of the take of the take of the take in the part of the take of the take of the take in the part of the take	sound in and is at Name of Name of all order accesses, as it is not in a to Name of all order and sound in a to Name of America, and it is not in the sound of an element of the sound of the Name of	Institute Wer Chrame (Copp) Sentines Brokken, Risen and Chill Chemistion Chasses Institute Department Dept Chesses Buttlers Bagistenest Dept Chesses Buttlers Bagistenest Chasses Buttlers Bagistenest Chasses Buttlers Bagistenest Chasses Battlers Bat

- ①被保険者
- ②インボイス番号
- ③保険証券番号
- 4保険金額
- 5保険金支払地
- ⑥損害発生時の事故通知先 (クレームエージェント)
- **⑦保険条件**
- ⑧接続輸送用具
- 9奥地(内陸)仕出し地
- ⑩積載外航本船名
- ⑪船積港
- ⑫船積出港日または出港予定年月日
- 13荷卸港
- 倒最終仕向け地とそこまでの運送手段
- ⑤貨物(名称、数量、荷姿、ケースマーク他)
- 16保険証券作成年月日
- **①保険証券発行通数**
- 18保険会社発行サイン

輸出11 貨物海上保険証券(	Insurance	Policy)	
mvvn movvo v 4 4 4			
THE TOYO MA	RINE AND	FIRE INSURAL	NCE CO., LTD.
Assured(a)etc ① Japan Trading Co., Ltd.		Invoice No. ② JT02-256	
( Code: ) Policy ③ 04-1234567 No.		Amount insured  ① US\$66,000	
Claim, If any, payable at In @ Hong Kong  @ Immediate claim notice must be given To: The Toyo Marine and Fire Insurance Hong Kong Office	Co.,Ltd.	Conditions (1) All Risks	
401, Far Finance Center, 16 Harcou Fax:543-1234 Tel:543-9876		,	
and Claims will be paid by the said Age Local Vessel or Conveyance	nt.	From linterior port or	place of loading)
Ship or vessel called at  © CS Minsto Maru Voy No. 20-20T	at and from Tokyo	Seiling on or about  (2) April 20, 20xx	238.C.23
arrived at/transshipped at  ① Hong Kong	thence to		
Goods and Merchandises			Subject to the following Clauses as per bank baseof:
① 10 cases (100 sets) of Reciprocating pisto for motocycle, of cylinder capacity 51 ce (In container under &/or on Deck)			Institute Cargo Chauses Institute Wer Cleauses (Cargo) Institute Strikes, Ratio and Civil Commotions Chauses Institute Dangerous Drops Cleases
Marks and Numbers as per Invoice No. specif	ied abovo Valuad	at same as insured	Institute Replacement Clauses Institute Redisseries Contamination, Chemical, Biological
Signed in Dated  10 Tokyo April 14, 20xx	No.of Policies iss		Bio Chemical and Electromagnetic Weapons Endusine Class
E. Morrestandjive of importunt sentants, among sentants, and described of the property of the grant of the property of the grant of the property of the grant of the grant of the property of the grant	is part to in all to trade blanch be part of authorized by the part of state left of the part of the part of the part of the part of the part of the part of the desired by the part of part of the part of the part of the part of the part of the part of part of the part of the part of part of part of part of part of part of part of par	species of the proposed based or in the section of the companion of the co	any other Present in whom the same shoth, any or shall apparents, and the same shoth, and or shall apparents and the shall be sha
	For THE TO	OYO MARINE AND FIRE I	NSURANCE CO.,LTD.
		(Signed)	ORY)

#### 注意点

- 4保険金額
  - CIF(CIP)価格の110%
  - ・・希望利益10%を加える世界の商慣習
  - ・・・日本円の場合 千円単位で切り上げ
- ⑦保険条件
  - ICCのどの条件かを明記
  - ・・1982, 2009の新約款 ICC(A)、(B)、(C)のいずれか
  - ・・1963の旧約款 ICC(FPA)(WA)(All Risks) のいずれか
- ⑩積載外航本船名、⑪船積港
- 迎船積出港日または出港予定年月日
- ③荷卸港

船荷証券と一致しているか

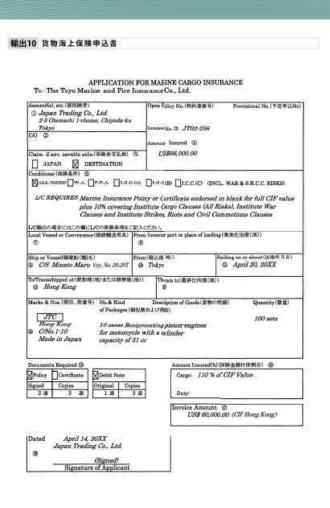
(5) 貨物(名称、数量、荷姿、ケースマーク他) インボイスと一致しているか

制出11 貨物海上保険証券			
THE TOYO MA	ARINE ANI	FIRE INSURA	NCE CO., LTD.
Assured(s)etc		Invoice No.	
Japan Trading Co., Ltd.		② JT02-256	
(Code: )		Amount insure	d
Policy 3 04-1234567		① US\$66,000	0.00
No.			
Claim, if any payable at/in @ Hong Kong		Conditions	
Immediate claim notice must be given To: The Toyo Marine and Fire Insuran		① All Risks	
Hong Kong Office	ce co,.i.a.		
401, Far Finance Center, 16 Haro	ourt Road, Hong Ko	ng	
Fax:543-1234 Tel:543-9876			
and Claims will be paid by the said A	gent.		V 00 V 3
Local Vessel or Conveyance		From(interior port o	r place of loading)
(8)		190	
Ship or vessel called at	at and from	Seiling on or about	
@ C/S Minste Maru Voy No. 20-20T	@ Tokyo	(2) April 20, 20xx	
- 100 Telephone 100 200 Telephone 100 100 Telephone 10	250 250402500	W100AQMATWODOTS89TV	
arrived at/transshipped at	thence to		
Hong Kong	00		
Goods and Merchandises			
Coons sign pacterminates			
			Subject to the following Chance as per back bersel!
(9 10 cases (100 sets) of Reciprocating pi	ton engines		Subject in the following Clauses as per back beneal: Institute Corps Clauses
© 10 cases (100 sets) of Reciprocating pi for matorcycle, of cylinder capacity 51			
			Institute Cargo Claicens
	ce.		Institute Corgo Classes Institute Wor Classes (Corgo)
for motorcycle, of cylinder capacity 51 (In container under &/or on Deck)			Institute Cargo Clatanes Institute Way Cleanes (Cargo) Institute Scrikes, Rists and Civil Consections Classes
for matorcycle, of cylinder capacity 51		d at same as insured.	Institute Cargo Chiasana Institute War Cleasana (Cargo) Institute War Cleasana (Cargo) Institute Senikana, Ristin and Card Commentiona Cleasana Institute Designment Dropp Cleasana
for matarcycle, of cylinder especity 51  (In container under &/or on Deck)  Marks and Numbers as per Invoice No. spe  Signed in Dated	cified above. Value		Institute Cargo Chiasse Institute Wer Ceases (Cargo) Institute Strike, Risks and Civil Commetions Chause Institute Dangerous Drugs Chause Institute Registerment Chause
for matarcycle, of cylinder especity 51  (In container under &/or on Deck)  Marks and Numbers as per Invoice No. spe  Signed in Dated	cer rified above. Value		Institute Cargo Chinasa Institute Wor Chemas (Cargo) Institute Strike, Rota and Civil Committion Chemas Institute Desgrame Dreys Chemas Institute Reglamment Chemas Institute Reglamment Chemas Institute Reglamment Chemas
fir matarcycle, of cylinder capacity 51 (In container under &\dots on Deck) Marks and Numbers as per Invoice No. spe Signed in Dated (B Tokyo April 14, 20xx	crified above. Value No.of Policies is Two		Institute Cargo Chinasa Institute Wor Chemas (Cargo) Institute Strike, Rota and Civil Committion Chemas Institute Desgrame Dreys Chemas Institute Reglamment Chemas Institute Reglamment Chemas Institute Reglamment Chemas
for matercycle, of cylinder capacity 51  (In container under drèr en Decki  Marks and Numbers as per Invoice No. spe Signed in Dated  Tokyo April 14, 20xx	riffed above. Value  No.of Policies is  Two  Be it have date as will in her there on N	staed	Institute Corpe Channe Institute Way Gream (Carpe) Janitata Polina, Halla and Crell Connections Cleane Institute Dearwoon Drage Cleane Institute Dearwoon Drage Cleane Institute Replacement Cleane Institute Cleane
for matercycle, of cylinder capacity 51  (In container under drör en Deck)  Marks and Numbers as per Invoice No. spe Signed in Dated  Tokyo April 14, 20xx  (Standard de consequence strong or despenses of the container of the co	No. of Policies is Two  Be it beans, dat is part to the other in the policy of the pol	Stated  Liur, sa lis and in 20 Name and Names of all and o	Institute Cray Channe Institute Oray Channe Institute States, Rate and Crit! Connections Channe Institute States, Rate and Crit! Connections Channe Institute States on Dray Channe Institute States on Channe Institute States on Channe Institute States on Channel Institute States on
for matorcycle, of cylinder capacity 51  In container under &\( \text{thr} \text{ on Dock} \)  Marks and Numbers as per Invoice No. spe Signed in Dated  Tokyo April 14, 30xx  (Numbers of special capacity of	No. of Policies is Two  Be is home, that a settle that when each it per is all do make its the per of	stajed.  Jane, as las aud is pe Name and Names al ell and ell	Institute Circy Channe Institute Wer Crease (Carpe) Institute Studies, Educated Cort Connections Cleane Institute Studies, Educated Cort Connections Cleane Institute Registered Channe Institute Registered Channe Institute Registered Channe Institute Reducative Connections, Ournited, Reducate Institute Connections of Reducative Register Educate Institute Connections I
für matarcycle, of cylindar capacity 51  (In container under dibr on Deck  Marks and Numbers as per Invoice No. ope Signed in Dated  Tokyo April 14, 20xx   1. Numanifer of matarchistic dibries of materials of administration of the container of	No. of Policies is Two  Be it known, that as self in the art there was It is pain of a state of the search of the pain of self-order the search of the searc	name, as his aud is or Phane and Phanes of all and o corpus, and herphysicans bisself or the auditor dash of the auditor of the audit Vasan's or the auditor of the other	Institute Crep Channe Institute Crep Channe Institute State, State and Crel Connection Channe Institute State, State and Crel Connection Channe Institute Statement Drugs Channe Institute Statement Institute Statement Institute Statement Institute Instit
for matercycle, of cylinder capacity 51  (In container under drive on Deck)  Marks and Numbers as per Invoice No. spe Signed in Dated  Tokyo April 14, 20xx  (Numseed) of Signed in Dated  Tokyo April 14, 20xx  (Numseed) of signed in Signed Signed in Signed in Signed Signed Signed in Signed in Signed Signed Signed in Signed in Signed Signed Signed Signed in Signed S	No. of Policies is Two  No. of Policies is Two  No is known, that is suffer in the other was to in the other was to in the other was to super in the other was to the other to	stated  size, as he and as po Plane end Names of ell and cursons, and heavily from the art of copies of size, size of the art of the	Institute Crep Channe Institute Crep Channe Institute Shokes, State and Crel Connections Cleane Institute Shokes, State and Crel Connections Cleane Institute Shokes and Drep Creame Institute Shokes and Shokes, or sholl appears Institute Creame Institute Shokes and Shokes, or sholl appears Institute Shokes and Shokes and Shokes Institute Shokes and Shokes and Shokes Institute Shokes and Shokes and Shokes Institute Institu
for mateursycle, of epilender expansity 51  Illn container under defor on Deck  Marks and Numbers as per Invoice No. ope Signed in Dated  Tokyo April 14, 20xx  Illuvationflies of support animal partial for the support of the suppor	No. of Policies is Two  No. of Policies is Two  No is known, that is suffer in the other was to in the other was to in the other was to super in the other was to the other to	stated  size, as he and as po Plane end Names of ell and cursons, and heavily from the art of copies of size, size of the art of the	Institute Cray Channe Institute Cray Channe Institute Shokes, Statu and Crist Connections Cleases Institute Shokes, Statu and Crist Connections Cleases Institute Shokes and Dright Channe Institute Shokes and Dright Channe Institute Shokes and Crist Channe Institute Shokes and Disput Channe Institute Shokes and Disput Channe Institute Shokes and Shokes and Shokes Institute Channe Institute Channe Institute Channe Institute Channe Institute Channe Institute Instit
for matercycle, of cylinder capacity 51  (In container under de'or on Deck  Marks and Numburs as per Invoice No. spe  Signed in Dated  Tokyo April 34, 20xx   (Marks and Comment of the Comment of the Comment  (Marks and Comment of the Comment of the Comment  (Marks and Comment of the Comment of the Comment  (Marks and Comment of the Comment of the Comment  (Marks and the consequences throng or day a strong three;  (Marks and the Comment of the Comment of the Comment  (Marks and the Comment of the Comment of the Comment  (Marks and Comment of the Comment of the Comment  (Marks and Comment of the Comment of the Comment  (Marks and Comment of the Comment of the Comment  (Marks and Comment of the Comment of the Comment  (Marks and Comment of the Comment of the Comment of the Comment  (Marks and Comment of the	No. of Policies in Theo  No. of Policies in Theo  In it have been an entire that the part of the state throw any in the part of an ell of the state throw any in the state throw and the state throw any in the state th	seased.  The sease of the sease	Institute Crep Chinese Institute Crep Chinese Institute Deales, Raba and Crel Connections Cleases Institute Deales, Raba and Crel Connections Cleases Institute Deales and Dreg Chinese Institute Replacement Cleases Institute Connection of Experimental Sections Cle Institute Cleaning and Experimental Sections Cleaning Institute Cleaning of Experimental Sections Cleaning Institute Cleaning of Sections (Institute Cleaning C
for matereyole, of epilinder esquecity 51  An container under &/or on Deck Marks and Numbers as per Invoice No. ape Signed in Dated  Tokyo April 14, 20cx  1 Worksholder of superior street, reservator also for the superior street, reservator and the superior stre	No. of Policies in Three  The Statement and the	seased with a per Name of Almans of all and contrasting and the performance of the perfor	Institute Cirpo Channe Institute Way Circum (Copp) Institute Bolance Bayering Institute Bolance Brigo Channe Institute Bolance Brigo Channe Institute Regionate Englance Institute Regionate Englance Institute And Control Institute Institute and inspire of their institute Institute and inspire of their institute Institute Channel Institute Institu
for matereyole, of epilinder esquecity 51  Illi container under defor on Decki Marks and Numbers as per Invoice No. ope Signed in Dated  Tokyo April 14, 20xx  1 throughout the consequence being of the strengt three decisioner, and the consequence being of the strengt three decisioner, and the consequence being of the strengt three decisioner, and the consequence being of the strengt three decisioner, and the consequence being of the strengt three decisioner, and the consequence being the strengt three decisioners and the consequence being the strengt three decisioners and the consequence being the strengt three decisioners and the consequence of the strength of	No. of Policies in Theo  Be it haven, the another is the policies in the policy of the	seased.  State of Notice and Notice of all code occurs, and benefit on the Notice of all code occurs, and benefit on the Notice occurs, and benefit on the Notice occurs o	Institute Crep Chinese Institute Crep Chinese Institute Studen, State and Cred Connections Cleanes Institute Studen, State and Cred Connections Cleanes Institute Students Chinese Institute Students Cleanes Institute Students Institute Institute Students Institute Instit
for matercycle, of cylinder capacity 51  An container under & Or on Dock Marks and Numbers as per Invoice No. ope Signed in Dated  Tokyo April 14, 50xx  University of the container of the container  April 14, 50xx  University of the container  University	No. of Policies in Theorem Section 19 to 1 t	search was be and in pa Notes on Montes of all and contrasted, and the and contrasted, and descriptions them of all the and contrasted, and descriptions them of an elementary and applications of the analysis of the analysi	Institute Cray Chinese Institute Cray Chinese Institute Should, Edul and Chril Chinese Inne Institute Shoulds, Edul and Chril Chinese Inne Institute Shoulds, Edul and Chril Chinese Inne Institute Shoulds, Edul and Chril Chinese Institute Shoulds, Edul Institute Shoulds, Edul Institute Shoulds, Institute Chinese Institute Shoulds and Engineering Waspinss Edul Institute Shoulds and Engineering Waspinss Edul Institute Chinese Into America Should Institute Shoulds Into America Shoulds Into A
for matereyole, of epilinder esquecity 51  Illi container under &br on Deck  Marks and Numbers as per Invoice No, ope  Signed in Dated  Tokyo April 14, 20cx  1 Workshofter of superior senses, reservate  Account and to consequence being of they street of  the container of superior senses, reservate  to the container of the superior senses of the senses  the container of the superior senses of the senses  the superior senses of the senses of the senses of the senses  the superior senses of the senses of the senses of the senses  accorder which the sense in containing before the senses  accorder which the senses in containing the senses of the senses  pattern is being on the senses of the sense of a sellion, now  more reliable to generally accorded to the one of a sellion, now  more reliable to generally submissing senses of the sense of a sellion and  pattern is being on the senses of the sense of a sellion and  the senses of the sense of the	No. of Policies in Two  In them, the terms, the terms, the terms, the terms, the terms, the terms of the terms, the terms of the terms, and the terms of the terms of the terms, and the terms of the terms of the terms, and the terms of the	seased with a sea of the sea of t	Institute Circy Chouse Institute Way Circum (Copp) Institute Booker, Black and Christ Chousettow Cleases Institute Booker, Black and Christ Chousettow Cleases Institute Replacement Drago Chouse Institute Replacement Cleases Institute Institute Cleases Institute
for matercycle, of cylinder capacity 51  An container under Mor on Dock Marks and Numbers as per Invoice No. spe Signed in Dated  Tokyo April 14,50xx  Tokyo April 14,50xx  This container of the period of the annual three capacity of the container of the contain	No. of Policies is Theo to I have been a sea of the interest of the policies is an analysis of the policies is an and is also active to the policies of the po	search was the and in pa Notes on th Notes of all and contrasts, and delegatives the angle of the contrasts, and delegatives the angle of the search of the contrasts, and the contrasts of the contrast of the contrasts of the co	Institute Cray Chinese Institute Cray Chinese Institute Should, Edul and Chril Chinese time Cleane Institute Shoulds, Edul and Chril Chinese time Cleane Institute Shoulds, Edul and Chril Chinese time Chinese Institute Shoulds and Edul Chinese Institute Shoulds of Edul Chinese Institute Shoulds and Edul Chinese Institute Shoulds Institute S
for matereyole, of epilinder capacity 51  An container under & For an Dock Marks and Numbers as per Invoice No. ape Signed in Dated  Tokyo April 14, 20xx  Tokyo April 14, 20xx  I iluminating of again anancier anna annaix  I iluminating of again anancier  I iluminating of again  I	No. of Policies in Theo  No. of Policies in in Theo  In it haven, but an entire in the policies in in Theo  In it haven, but an entire in the search in the policies in the po	season in the case in a per Name or ad Alexans of all and case and the case in	Institute Cirgo Chinese Institute Cirgo Chinese Institute Shadon, Edul and Civil Connections Cleases Institute Dealeron. Dirego Chinese Institute Deagenous Chinese Institute Dea
for matereyole, of epilinder esquecity 51  Ill container under &bor on Deck  Marks and Numbers as per Invoice No. ope  Signed in Dated  Tokyo April 14, 20cx  1 Worstington of superior street of the superior	No. of Policies in Theo  Theo  It is known, the send of the send o	seased with a sea of the sea of t	Institute Crep Channe Institute Crep Channe Institute Should, Edul and Crel Connections Cleases Institute Should, Edul and Crel Connections Cleases Institute Should, Edul and Crel Connection Cleases Institute Should, Edul and Crel Connection Channe Institute Should, Edul and Cred Connection Should and Bio Chandral and Besteveragesta Waspens Endurance Cleases Institute Prime to when the sand should be and in a seal of the connection of the sand the sand the seal of the connection of the sand the sand the seal of the sand
for mateurycle, of epilinder esquecity 51  Illi container under & Var on Deck  Marks and Numbers as per Invoice No. ope  Signed in Dated  B Tokyo April 14, 200x  I humaning or of again stansa contain  I humaning of again or of again of again or open  I humaning of again or open  I humaning of again or open  I humaning of again of again  I humaning or open  I humaning of again  I humaning or open  I humaning of again  I humaning	No. of Policies in Theorem Section 1998 in 18 hours, the second section 1998 in 18 hours, and the second section 1998 in 18 hours, and then section 19	search is for any or the continue of the continue of the continue, as the continue, and descriptions the continue, and descriptions the continue, and continue, and continue, and continue, and continue, and continue of the	Institute Cray Channe Institute Cray Channe Institute Shoulds, Statu and Criti Connections Cleases Institute Shoulds, Statu and Criti Connections Cleases Institute Shoulds, Statu and Criti Connection Cleases Institute Shoulds, Statu and Criti Connection Cleases Institute Shoulds, Statu and Critical Connection Shoulds, and Bio Chandral and Besteversports Waspers Endisons Cl and Chandral and Besteversports Waspers Endisons Cl and Shoulds, and should be sended and the shoulds, and and Shoulds, and should be should
for mateurspecke, of epilinder expansity 51  Illn container under & Var on Deck  Marks and Numbers as per Invoice No, spe  Signed in Dated  ® Tokyo April 14, 20cx  Illnowassigne of against annex annex annex annex  into the second of the sec	No. of Policies in Theo  Theo is known, but a many in the policies in the poli	seasond  see to see it as per Name or ad Messes of all order contraction, and hereafy, there were the tensor to see the contraction, and hereafy, there hereafy the tensor the contraction, and hereafy, the contraction of th	Institute Cray Channe Institute Cray Channe Institute State, State and Crit Conventions Channe Institute State, State and Crit Conventions Channe Institute Statement Drays Channe Institute Statement Drays Channe Institute Statement Statement Institute Channel Institute Statement Institute Statement Institute Channel Institute Statement Channel Institute Statement Institute Statement Institute Statement Channel Institute Statement Institute Institute Statement Institute
for matarcycle, of epilinder esquecity 51  Illi container under Mir on Dock Marks and Numbers as per Invoice No. ope Signed in Dated  ® Tokyo April J 4, 20xx  I blumstager of against annua, man, annua, annua  I blumstager of against annua, man, annua  I blumstager of against annua, man  I blumstager of against annua, annua  I blumstager of against annua  I blumstager of againstager of against annua  I blumstager of againstager of against annua  I blumstager of against annua  I blumstager of againstager of against annua  I blumstager of againstager of againstager of againstager  I blumstager of againstager of againstager  I blumstager of againstager  I blumstager of againstager  I blumstager of againstager  I blumstager  I blumsta	No. of Policies in Theorem No. of Policies in Theorem No. of Policies in In Theorem No. of Policies in In Theorem No. of Policies in International No. of Policies in	second was a few and in part Name on different of all and contrastin, and the analysis when I was a few and in part (see the analysis when I was a few and in part (see the analysis was a few and in part (see the analysis was a few and in part (see the analysis was a few and in the analysis of the analysis was a few and in the analysis of the	Institute Cray Channe Institute Cray Channe Institute Shakes, Statu and Criti Connections Classes Institute Shakes, Statu and Criti Connections Classes Institute Shapes and Dray Channe Institute Shapes and Institute Weapons Enrichmen Channe Institute Shapes and Institute Shapes Institute Shapes Institute Shapes and Institute Shapes Insti
the mateurycle, of epilinder esquecity 51  Illa container under & Var on Dock  Marks and Numbers as per Invoice No. ope  Signed in Dated  ® Tokyo April 14, 20cm  Illumination of April 14, 20	No. of Policies in Theory Services and Servi	second with a person of Masses of all and contrasten, and learning them of the Masses of all and contrasten, and learning-town for all and contrasten, and learning-town for all and contrasten, and learning-town for all and contrastent of the second con	Institute Crep Channe Institute Crep Channe Institute Shoulds, Statu and Crel Connections Cleases Institute Shoulds, Statu and Crel Connections Cleases Institute Shoulds, Statu and Crel Connections Cleases Institute Shoulds, Statu and Crel Connection Cleases Institute Shoulds, Statu and Cred Connection Shoulds, and Statute Shoulds, Statute Shou
fire materiespecies, of explination enquarity 51  Illin containmen under Behr en Decki  Illin containmen under Behr en Decki  Illin containmen under Behr en Decki  Illin containmen und Decki  Illin Dated  Illin Da	No. of Policies in Theo  No. of Policies in in Theo  In is known, the send of	second with the second of the	Institute Crep Chasses Institute Crep Chasses Institute Dealers, Risks and Crel Consections Chasses Institute Dealers, Risks and Crel Consections Chasses Institute Dealers Deageners Drags Chasses Institute Dealers of Drags Chasses Institute Relaxation Characteristics, Chamical, Relaptical Bio Chamical and Exercisivapartic Weapons Endinance Chasses Institute Dealers of Section Characteristics, Chamical, Relaptical Bio Chamical and Exercisivapartic Weapons Endinance Cha and Mitrodubins. or Tracers, and in the good Risky Waste Add Bio Add Section Characteristics, and Add Section Characteristics In Section Characteristics, and Institute Characteristics In Section Characteristics, and Institute Characteristics In Section Characteristics of Characteristics Institute Institute Characteristics of Characteristics Institute Institute Characteristics Institute Institute Characteristics Institute Institute Characteristics Institute Institute Characteristics Institute Instit
for matarcycle, of epilinder esquacity 51  An container under & van Dock Marks and Numbers as per Invoice No. ope Signed in Dated  Tokyo April 14, 50xx  The State of the State of the State of the State Tokyo April 14, 50xx  The State of the State of the State of the State of the State Tokyo April 14, 50xx  The State of the State of the State of the State of the State Tokyo April 14, 50xx  The State of the State of the State of the State Tokyo April 14, 50xx  The State of the State of the State Tokyo April 14, 50xx  The State of the State of the State Tokyo April 14, 50xx  The State of the State of the State Tokyo April 14, 50xx  The State of the State of the State Tokyo April 14, 50xx  The State of the State of the State Tokyo April 14, 50xx  The State of the State of the State of the State Tokyo April 14, 50xx  The State of the State of the State of the State Tokyo April 14, 50xx  The State of the State of the State Tokyo April 14, 50xx  The State of the State of the State Tokyo April 14, 50xx  The State of the State of the State Tokyo April 14, 50xx  The State of the State of the State Tokyo April 14, 50xx  The State of the State Tokyo April 14, 50xx  The State of the State of the State of the State Tokyo April 14, 50xx  The State of the State of the State of the State Tokyo April 14, 50xx  The State of the State of the State of the State The State of the State of the State of the State of the State The State of the State of the State of the State of the State The State of the State The State of the	No. of Policies in Theory to the American State of Policies in the Theory to the State of the St	second with a person of Masses of all and contrasten, and learning them of the Masses of all and contrasten, and learning-town for all and contrasten, and learning-town for all and contrasten, and learning-town for all and contrastent of the second con	Institute Cray Channe Institute Cray Channe Institute Studies, Statu and Crail Connections Classes Institute Studies, Statu and Crail Connections Classes Institute Studies, Statu and Crail Connections Classes Institute Studies and Dray Channe Institute Studies and Dray Channe Institute Studies and Dray Channe Institute Studies and Experimentary, Channel Indiagonal Bio Chandral and Experimentaries, Channel Endurant Institute Studies and Experimentaries, Channel Endurant Institute Studies, Institute Studies, Institute Channel Institute Studies, Institute Studi
for materiescole, of epilinder expancity 51  Illi container under Bibr on Decki  Illi Tokyo April 14, 20cx  Illi Tokyo April 16,	No. of Policies in Theory to the American State of Policies in the Theory to the State of the St	second was a few and in par Name or all Names of all and contrastin, and descriptioners found for the common and descriptioners found for the teachers are all again. Gradual for the contrasting the contrasting and descriptioners found for the contrasting and the contrasting and the contrasting and the contrasting and the few and the contrasting	Institute Cray Channe Institute Cray Channe Institute Dealers, Ratin and Crist Connections Classes Institute Dealers, Ratin and Crist Connections Classes Institute Dealers, Maria and Crist Connections Classes Institute Dealers and Drag Channe Institute Dealers and Drag Drag Channe Institute Dealers and Drag Drag Drag Drag Drag Drag Drag Institute Dealers and Drag Drag Drag Drag Drag Drag Drag Drag

#### 注意点

- 16保険証券作成年月日 船荷証券の船積日以前となっているか
- ②保険証券発行通数 信用状取引の場合、信用状に記載された 発行通数となっているか
  - **・・表記方法は Two とか Three**
- ®保険会社発行サイン きちんと発行署名があるか
  - ※ただし現在は必ずしも肉筆サインではなく 刷り込みサインも流通し始めている (→ 近い将来には電子サイン化)
- ⇒ すべて
  信用状統一規則第28条に記載があり。

#### 保険契約/保険申込



#### 保険会社への保険申込み方法

- ⇒ 日本の保険会社では インターネット画面によるネット通知申込み が主流
  - = ネット通知画面が左図の通り
- ⇒ 海外の一部の保険会社では紙/FAX による通知申込みも有。
  - = 左図「確定申込書」の通り
    - ・品名、数量など インボイスと一致
    - ・船積日、船名など船荷証券と一致
    - ・保険条件・保険金支払地など 選択ボックスをチェック「X」記載

# 製造物責任保険 (PL保険)

#### (1)製造物責任とは

# 製造物責任(Product Liability)

製品の欠陥によって(通常備えるべき安全性を欠いて)、消費者等の第三者が 生命・身体・財産上の損害を被った場合に、 製造者(輸入業者や一定の要件の下で販売業者も)に課される損害賠償責任

#### ※注意1

損害賠償責任を課されるのは 製品の欠陥に責任を負う製造者(メーカー)だけではなく、輸入業者や販売業者(輸出業者)にも課されることに注意

#### ※注意2

輸入・販売されたその国の法律に基づき国ごとに賠償範囲が異なる点に注意

⇒ 貿易(輸出・入)をする上で、外航貨物海上保険同様に、 製造物責任保険(PL保険)は必要不可欠と言えます。

#### (1)製造物責任とは

# 無過失責任主義

製品の欠陥によって(通常備えるべき安全性を欠いて)、消費者等の第三者が生命・身体・財産上の損害を被った場合、製造業者や流通業者に過失が無くても、被害者に対して損害賠償責任を負うという法律上の判断

- •過失責任主義の場合
  - ・・・ 被害者側が損害賠償請求を行う際に、製造業者や流通業者に対して ①製品に欠陥②製造者に過失③欠陥と損害に因果関係があると 立証しないといけない。
  - ⇒ 被害者側が自ら立証することは困難なことが多く、被害者救済がなされずらいことから、消費者保護の観点で無過失責任主義に変わった。

#### ※注意

- 輸入・販売されたその国の法律に基づき、国ごとに賠償範囲が異なる
- ⇒ 輸出する先の国ごとの法律を確認する必要が有。
  - ・USA、EU加盟国、日本など先進諸国 · · · 無過失責任主義
  - 一部国 ・・・ 製造物責任法自体が無い国も

#### (2)日本の製造物責任(PL)

# 日本のPL(製造物責任)法

- ・1995年 製造物責任法(PL法)により無過失責任主義が導入
- 製造物の範囲
  - ・・・ 製造または加工された動産が対象
  - ・・・ 米・野菜・魚など未加工農林水産物、不動産、電気等のエネルギー やサービス業、コンピューターのソフトウェアなどは対象外
- 製造業者の定義
  - ・・・ ①製造業者(メーカー)、②加工業者、③輸入業者
    - ④製造業者として製造物に氏名・商号・商標等の表示をした者
    - ⑤製造物にその製造業者と誤認されるような表示をした者
    - ⑥実質的な製造業者と認められる者 (OEM受託製造業)

#### ※注意

輸入業者は、海外で製造された製品を輸入することで対象となる点に注意

#### (2)日本の製造物責任(PL)

## 日本のPL(製造物責任)保険

- ・保険の対象とする製造物の範囲
  - ・・・ 製造または加工された動産だけでなく、米・野菜・魚など未加工農林 水産物や民法上の有体物となる工業製品(完成品だけでなく、部品 原材料なども含む)と拡大
  - 機械の設置や据付作業などの業者も仕事の欠陥としての賠償責任 として対象可能。
- ・保険で支払う対象
  - ・・・ ①損害賠償金 ~ 第三者への治療費とか修繕費用など
    - ②損害防止費用
    - ③権利保全行使費用 ~他人から賠償を得られる場合の保全費用
    - ④緊急措置費用 ~ 人身障害時に救急費用・護送費用など
    - ⑤協力費用 ~ 保険会社の事故解決に協力する費用
    - ⑥争訟費用 ~ 裁判費用、弁護士費用など
      - ・・・ 保険会社によってはPL法に強い弁護士の紹介も

#### (2)日本の製造物責任(PL)

# 日本のPL(製造物責任)保険

- ・保険期間 契約期間は1年間(原則)。 和文の証券・約款による保険引受となる。
- ・保険会社のてん補責任
  - \*\*\* 事故発生ベース(Claim Made Base)

#### ※輸入者の方向け 注意1

保険期間中に発生した事故による損害賠償請求が可能となるので、 輸入品の場合、以下のようなケースは注意

(例) 輸入契約を来年2025年3月31日で解消する場合

- ・・・ 輸入品が日本国内にあり、その輸入品をもとにしたPL事故が 発生しうる場合
  - ⇒ 輸入停止により、その売上分が無くても、保険の継続の必要

#### (2)日本の製造物責任(PL)

## 日本のPL(製造物責任)保険

#### ※輸入者の方向け 注意2

- ・製造者(メーカー)は輸出をする海外の会社だから、一義的には製造物責任 は海外製造者(メーカー)が負うもの。輸入業者は対策のしようがない・・・ く注意>日本のPL法は、あくまでも輸入業者もPL法の責任の対象。
- ⇒ 輸入者はどんな対策を講じるべきか
  - 和文によるわかりやすい「取扱説明書」 を付けて販売する。
  - ・製品に和文によるわかりやすい「注意 喚起マーク」などを付けて販売する。 等々
    - ⇒ 右例:食品表示法による輸入食品



(例)食品表示法に基づく輸入食品例

#### (2)日本の製造物責任(PL)

# 日本のPL(製造物責任)保険

- ◆主な免責事項
  - •故意
  - ・法令違反として製造されたもの
  - ・地震など、天災による事故
  - ・戦争
  - ・原子核反応等による損害
  - -アスベスト
  - ・医薬品や健康食品等が想定された効能を発揮しない
  - 保険期間開始前に既に発生していた事故
  - 保険開始前に発生した事故と同じ原因で保険期間後に発生した事故
  - ・製品が正しく使用されるための取扱説明書・注意喚起表記等の不備
  - サイバー攻撃
  - ・リコール(回収)費用

等々

#### (3)海外向け製造物責任保険(PL)

# 海外向けPL(製造物責任)保険

・保険の対象とする製造物の輸出先=仕向国に注意 その国の法律に基づき、国ごとに賠償範囲が異なる点に注意

- ・保険で支払う対象
  - ・・・ ①損害賠償金 ~ 第三者への治療費とか修繕費用など
    - ②損害防止費用
    - ③権利保全行使費用 ~他人から賠償を得られる場合の保全費用
    - ④緊急措置費用 ~ 人身障害時に救急費用・護送費用など
    - ⑤協力費用 ~ 保険会社の事故解決に協力する費用
    - ⑥争訟費用・・・ 保険会社によってはPL法に強い弁護士の紹介も

#### (3)海外向け製造物責任保険(PL)

## 海外向けPL(製造物責任)保険

・保険の対象とする製造物の輸出先=仕向国に注意 その国の法律に基づき、国ごとに賠償範囲が異なる点に注意

#### ※注意1

・輸出国(仕向国)に北米(USA、カナダ)を含むか否かで大きくわかれる。

#### 北米

- ●陪審制度による公判
- ●弁護士成功報酬制度
- ●消費者の強い権利意識

#### ヨーロッパ諸国

- ●早くから各国でPLに関する国内法が施行
- ●製品の安全確認・欠陥品の監視・PL法の 適用という一連の流れが確立
- ●消費者のPL事故に対する高い意識

#### アジア諸国

- ●すでに中国、台湾、韓国、タイ等で、 PLに関する法律が立法化
- ●近年の経済発展とともに、消費者重視の 方向へ向かっている

#### (3)海外向け製造物責任保険(PL)

## USAでのPL訴訟リスクに注意

米国でのPL訴訟は、日本国内での事故と比べて損害賠償金が非常に高額になってしまう可能性があり、またそのような傾向が強いと言われています。

#### 高額な賠償金

- 損害賠償金のほか、訴訟コスト(弁護士費用、協力費用)等の各種費用が高額
- 集団訴訟による賠償金の巨額化



#### 陪審制度

- 陪審員(一般市民)が責任の有無や損害賠償金を決定
- 被害者への同情が先行し、原告有利に偏る判断が下されるケースがある



#### 弁護士成功報酬制度

● 弁護士の成功報酬制度(賠償金の30%~50%)により、被害者は訴訟費用を 負担することなく訴えることができるため、米国でのPL訴訟頻度は高い



#### PL訴訟リスク対策が重要!

#### (3)海外向け製造物責任保険(PL)

## 海外向けPL(製造物責任)保険

- ・保険で支払う対象
  - ··· ①損害賠償金
    - ②損害防止費用
    - ③緊急措置費用
    - 4解決協力費用
    - ⑤争訟費用
    - ⑥上訴ボンド・差押え解除ボンド ~ 訴訟において供託が要求される ボンド費用
  - ・・・(こんなケースも)
    - ・輸出者に対する根拠のないもの、誤ったもの、あるいは不正なもので訴訟が提起された場合であっても、保険会社は被保険者である輸出者を防御する権利と義務を有する。=国内PLにはない輸出PLのメリット
- 契約期間は1年間(原則)。
   英文の証券・約款(General Liability Policy)による保険引受となる。
   この約款はUSAのISO(Insurance Service Office)約款に準じている。

#### (3)海外向け製造物責任保険(PL)

# 海外向けPL(製造物責任)保険

- 被保険者の定義
  - ・・・ 記名被保険者(輸出者=保険契約者)と追加被保険者を契約時に明記

#### <追加被保険者>

記名被保険者(輸出者=保険契約者)が海外の輸入者との売買契約において 海外の輸入者や販売業者なども、まとめて保険に加入する条件がつけられて いる場合が多い。

こうした<u>輸出品の製造販売に関する流通過程に関わる者</u>を、日本で掛ける 海外PL保険の追加被保険者として明記して契約する必要があります。

#### X注意

国によっては自国保険主義の国も有。

- (例)Z王国では、そのZ国国内の保険についてはすべてZ国国営保険会社もしくはZ国で認可のある民間保険会社で保険手配しないといけないという法律がある場合も。
- ⇒ この場合は追加被保険者に加えることは 不可 となる。

#### (3)海外向け製造物責任保険(PL)

- ◆主な免責事項
  - ・・・ 日本の国内PLと原則、同様の免責事項 となる。
  - \*\*\* ※注意

懲罰的損害賠償(Punitive Damages)は免責=保険の対象外

加害行為の悪質性が高いと裁判所が認定するケースでは、

- ・通常の損害賠償 に加えて
- + 懲罰的賠償金
- + 倍額賠償金
- + 罰金 などが課せられるケースもUSAでは特に有。

\*なお日本では懲罰的賠償金は認められていません。

#### (3)海外向け製造物責任保険(PL)

◆海外PL保険における主な事故事例

業種	事故内容	支払額
自動車部品製造(事故発生地:米国)	製造した自動車部品に欠陥があり、その欠陥が原因 で走行中の車両が横転した。その結果、2名死亡、 3名重傷の大事故となった。	損害賠償金:3億7,000万円 争訟費用等:4,000万円
自動ドア製造 (事故発生地:米国)	店舗入口の自動ドアの不良により、来店客が転倒し 腰骨を骨折。訴訟では、製造上の欠陥は認められず 損害賠償金は発生しなかったが、訴訟にかかわる費 用が発生。	損害賠償金: なし 争訟費用等: 560万円

# ご清聴ありがとうございました。

ご質問等は講義後にメール等でお願いします。 後日講師より回答いたします。

またご希望等有れば、別途個別に出張講義なども承ります。遠慮なく弊社までお問い合わせ下さい。

#### 団体受講の概要

MHJビジネスセミナーは職員のスキルアップにご活用いただけるよう、 現在申込み受付中のセミナーへの法人の3名様以上の参加申込みを団体受講として受け付けます。

#### 現在申し込み受付中のセミナー一覧



#### 2024年2月5日

受付中のセミナー

【2024年3月23日(土)開催】からだで覚える!質 易の流れ(インコタームズ)と輸出入・貿易に 関する保険 ZOOMオンラインセミナー