

BEDAH POLIS
INSTITUTE BULK OIL CLAUSES 1/10/82 CL.273

1/2/83

INSTITUTE BULK OIL CLAUSES

This insurance is subject to English law and practice

RISKS COVERED

1. Asuransi ini menjamin risiko-risiko:

1.1 Kerugian atau kontaminasi “reasonably attributable to”

1.1.1 Kebakaran atau ledakan,

1.1.2 Kapal karam, kandas, tenggelam, atau terbalik

1.1.3 Kapal tabrakan atau benturan kapal dengan benda lain (selain air)

1.1.4 Pembongkaran muatan di pelabuhan darurat

1.1.5 Gempabumi, letusan gunung berapi dan sambaran petir

1.2 Kerugian atau kontaminasi “caused by”

1.2.1 Pengorbanan “General Average”

1.2.2 Pembuangan muatan ke laut (jettison)

1.2.3 Kebocoran dari pipa penghubung pada saat “loading, transshipment or discharge”

1.2.4 Kelalaian dari Nahkoda, atau Kru kapal dalam melakukan pemompaan kargo ballast atau bahan bakar

1.3 Kontaminasi yang disebabkan oleh “cuaca buruk”

Apa bedanya “reasonably attributable to” vs “caused by” ?

Coal Cause vs Cargo Clause A, B or C ?

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[Institute Bulk Oil Clauses – a comparison](#)

Risiko	Bulk Oil Clause	Clause B	Clause C
kebakaran atau peledakan	Ya	Ya	Ya
kapal kandas, terdampar, tenggelam atau terbalik	Ya	Ya	Ya
alat angkut darat tabrakan, terbalik atau keluar rel;	Tidak	Ya	Ya
tabrakan kapal atau benturan kapal dengan benda-benda lain kecuali air	Ya	Ya	Ya
pembongkaran barang di pelabuhan darurat	Ya	Ya	Ya
gempa bumi, letusan gunung berapi atau sambaran petir;	Ya	Ya	Tidak
pengorbanan kerugian umum (<i>general average sacrifice</i>)	Ya	Ya	Ya
<i>Jettison</i> : Pembuangan kargo keluar kapal (laut)	Ya	Ya	Ya
barang tersapu ombak ke laut (<i>washing overboard</i>)	Tidak	Ya	Tidak
masuknya air laut, air danau atau air sungai ke dalam kapal, palka kapal, kontainer, atau tempat penyimpanan	Tidak	Ya	Tidak
kerugian total per koli, karena terlempar atau jatuh ke laut selama pemuatan atau pembongkaran barang ke atau dari kapal	Tidak	Ya	Tidak
Kebocoran dari pipa penghubung pada saat "loading, transshipment or discharge"	Ya	Tidak	Tidak
Kelalaian dari Nahkoda, atau Kru kapal dalam melakukan pemompaan kargo ballast atau bahan bakar	Ya	Tidak	Tidak
Kontaminasi yang disebabkan oleh "cuaca buruk"	Ya	Tidak	Tidak
General average contribution	Ya	Ya	Ya
Both to blame collision	Ya	Ya	Ya

*Ya: Dijamin vs Tidak: Tidak dijamin

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Bulk Oil

Yang khusus dari Asuransi “Bulk Oil” adalah

- [Kebocoran dari pipa penghubung pada saat “loading, transshipment or discharge”](#)
- [Kelalaian dari Nahkoda, atau Kru kapal dalam melakukan pemompaan kargo ballast atau bahan bakar](#)
- [Kontaminasi yang disebabkan oleh “cuaca buruk”](#)

Institute Bulk Oil Clause

Apakah “[shortage](#)” dijamin?

Contamination

Oils are subject to [contamination if they come in contact with “foreign” agents](#), such as different type of cargo carried on a previous voyage. Underwriters expect the assured to take reasonable precaution to ensure that tanks are clean to accept he insured cargo. In regard to bulk carriage attention is directed to clause 5.1 of the bulk oil clause – “Unseaworthiness and Unfitness Exclusions Clause”

[Contamination attributable to...](#)

[Contamination caused by...](#)

[Contamination resulting from “stress of weather”.](#)

Overturning or derailment of land conveyance

alat angkut darat tabrakan, terbalik atau keluar rel: [Mengapa tidak dijamin dalam “Bulk Oil Clause”?](#)

Washing over board

Not relevant

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Entry of sea lake or river water into vessel hold container or place of storage.

Mengapa tidak dijamin?

Leakage from connecting pipelines in loading transshipment or discharge

Negligence of master Officers or Crew in pumping cargo ballast or fuel,

Contamination resulting from stress of weather.

Ordinary leakage, ordinary loss in weight or volume

Umumnya mengacu pada evaporasi yang merupakan hal yang alami pada jenis kargo cair (liquid), seperti berkurangnya berat atau volume pada minyak, atau susut pada kargo curah.

Apakah “shortage” dijamin dalam Bulk Oil Clause?

Improper Packing

Mengapa tidak ada pengecualian “improper packing” dalam “Bulk Oil Clause”?

DURATION

- 8. 8.1 This insurance attaches as the subject-matter insured leaves tanks for the purpose of loading at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either
 - 8.1.1 as the subject-matter insured enters tanks on discharge to place of storage or to storage vessel at the destination named herein,
 - or
 - 8.1.2 on the expiry of 30 days after the date of arrival of the vessel at the destination named herein,whichever shall first occur.
- 8.2 If, after discharge from the oversea vessel into craft at the final port or place of discharge, but prior to the termination of this insurance under 8.1 above,

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the subject-matter insured or any part thereof is to be forwarded to a destination other than that to which it is insured hereunder, the insurance on the subject matter insured or such part thereof shall not extend beyond the commencement of transit to such other destination, *unless otherwise agreed by the Underwriters upon receipt of prompt notice from the Assured.*

- 8.3 *Subject to prompt notice being given to the Underwriters and to an additional premium if required by them, this insurance shall remain in force (until terminated under 8.1 or 8.2 above and subject 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 other variation of the adventure provided such other variation is beyond the control of the Assured.*

Jangka waktu berlakunya asuransi

1. „Tank to Tank“ throughout the ordinary course of transit
2. It does not specify that tanks must be within the vicinity of the port of loading or discharge
3. Thus include the use of overland conveyance as customary
4. Cover terminates when the oil enter tank (or place of storage) at destination
5. 30 days limit applies from the time the overseas vessel „arrives“
6. It should be borne in mind that it is customary for oil to be stored within the vicinity of port

Terima Kasih

Any inquiry please give me a call

IMAM MUSJAB, SE, AAIK, QIP

Email: imusjab@qbe.co.id or imusjab@gmail.com

Website: www.AHLIASURANSI.com

HP: +628128079130