

# 1987 年里斯本規則

1987 年 4 月 11 日 訂於里斯本

## LISBON Rules 1987

CMI – Lisbon, April 11, 1987

## LISBON Rules-1987

### DEFINITIONS

In these Rules, the following words are used with the meaning set out below :

"Vessel" means any ship, craft, machine, rig or platform whether capable of navigation or not, which is involved in a collision.

"Collision" means any accident involving two or more vessels which causes loss or damage even if no actual contact has taken place.

"Claimant" means any person, corporate body or legal entity to whom damages are due in respect of loss or damage (excluding death and personal injury) as a result of a collision.

"Damages" means the financial compensation payable to the Claimant.

"Total Loss" means an actual total loss of the vessel or such damage to the vessel that the cost of saving and repairing her would exceed her market value at the time of the collision.

"Property" means cargo, goods and other things on board a vessel.

"Freight" means the remuneration payable for the carriage by the vessel of property or passengers or for the use of the vessel.

"Detention" means the period of time during which the Claimant is deprived of the use of the vessel.

### 定義

於本規則，下列用語使用意義如下：

「船舶」：無論是否可用於航行，涉及碰撞之任何船、艇、機器、設備或裝置。

「碰撞」：涉及兩艘或兩艘以上船舶造成損害之事故，即使無實際碰觸亦同。

「請求權人」：由於一碰撞事故所致損害（不包括人員死傷）之損害賠償應受給付之個人，法人或法律實體。

「損害賠償」：可支付予請求權人之財務賠償。

「全損」：船舶實際全損或船舶損害之施救及修理的成本超過其碰撞時之市價者。

「財物」：船上之貨物，物品及其他物件。

「運費」：為財物或旅客運送或使用船舶所可得支付之報酬。

「延滯」：請求權人被剝奪使用船舶的期間。

### RULE A

These Rules are available for adoption in cases where damages are claimed following a collision. Their adoption does not imply an admission of liability.

### 規則 A

本規則經採用適用於碰撞後之損害賠償請求案件。本規則之採用並不構成責任之承認。

### RULE B

When a vessel is involved in a collision, these Rules shall apply to the assessment of the damages. These Rules shall not extend to the determination of liability or affect rights of the limitations of

### 規則 B

於船舶涉及一碰撞事故時，本規則適用於估算其損害賠償。本規則不涉及責任之判定或影響責任限制之權利。

liability.

## **RULE C**

Subject to the application of the numbered rules the Claimant shall be entitled to recover only such damages as may reasonably be considered to be the direct and immediate consequence of the collision.

## **RULE D**

Subject to the application of Rule C and of the numbered Rules, damages shall place the Claimant in the same financial position as he would have occupied had the collision not occurred.

## **RULE E**

The burden of proving the loss or damage sustained in accordance with these Rules shall be upon the Claimant. Damages shall not be recoverable to the extent that the person against whom the claim is made is able to show that the Claimant could have avoided or mitigated the loss or damage by the exercise of reasonable diligence.

## **RULE I TOTAL LOSS**

1. In the event of a vessel being a total loss, the Claimant shall be entitled to damages equal to the cost of purchasing a similar vessel in the market at the date of the collision. Where no similar vessel is available, the Claimant shall be entitled to recover as damages the value of the vessel at the date of the collision calculated by reference to the type, age, condition, nature of operation of the vessel and any other relevant factors.
2. Damages recoverable in the event of a total loss shall also include:
  - (a) Reimbursement of salvage, general average and other charges and expenses reasonably incurred as a result of the collision.
  - (b) Reimbursement of sums for which the Claimant has become legally liable and has paid to third parties in respect of such liability, arising out of the collision by reason of contractual, statutory or other legal obligations.
  - (c) Reimbursement for the net freight lost and the value of bunkers and ship's gear lost as a result of the collision and not included in the value of the vessel ascertained in accordance with Rule I 1. above.
  - (d) Subject to reimbursement for any claim for loss of freight under paragraph (c) above, compensation for the loss of use of the vessel for the period reasonably necessary to find a replacement whether the vessel is actually replaced or not. Such Compensation to be calculated in accordance with Rule II, less any interest which the Claimant may be entitled to receive under Rule IV in respect of the said period.

## **RULE II DAMAGE TO VESSEL**

## **規則 C**

於適用數字規則情況下，請求權人僅有權請求碰撞事故經合理認定之直接且立即所致結果之損害賠償。

## **規則 D**

於適用規則 C 及數字規則情況下，損害賠償應是使請求權人回復到碰撞事故如未發生時的財務狀況。

## **規則 E**

依本規則，請求權人對其所受損失或損害應負舉證之責。被請求之人如能證明請求權人未盡合理注意以避免或減輕損失或損害之損害賠償部份，請求權人無權求償。

## **規則 I 全損**

1. 如船舶全損，請求權人有權請求與碰撞當日同類型船市場買入價格等值之損害賠償。如無同型船可茲參考，則請求權人有權請求之損害賠償為參酌該船舶之船型、船齡、船況、營運方式及其他有關因素所計算出船舶碰撞當日之船舶價值。
2. 於全損時，可請求之損害賠償尚應包括：
  - (a) 補償因碰撞合理發生之救助費、共同海損及其它開支或費用。
  - (b) 補償因碰撞所生請求權人基於契約、法定或其他法律義務所生對於第三人依法應負責任且業已支付第三人之數額。
  - (c) 補償因碰撞所生之淨運費損失，燃油價值及機具損失，但已包括於前述規則 I 1. 所確定之船舶價值者除外。
  - (d) 於前第(c)點所提出之運費損失補償情況下，賠償該全損船舶合理且必要去找尋一替代船舶期間之未能營運損失，而無論實際替代與否。該賠償應依規則 II 計算，扣除請求權人在該期間內依規則 IV 有權請求之利息所得。

## **規則 II 船舶毀損**

1. In the event of a vessel being damaged but not being a total loss as defined in these Rules, the Claimant shall be entitled to recover as damages :
    - (a) The cost of temporary repairs reasonably effected, and the reasonable cost of permanent repairs.
    - (b) The cost of those repairs shall include but not be limited to the cost of any necessary drydocking, gasfreeing or tank cleaning, port charges, supervision and classification surveys, together with drydock dues and/or wharfage, for the time occupied in carrying out such repairs.
    - (c) However, when the collision damage repairs are carried out in conjunction with owners' work which is essential to the seaworthiness of the vessel or with essential repair work arising out of another incident or are deferred to and carried out at a routine docking, the damages shall include but not be limited to drydock dues, wharfage and/or other time-based charges only to the extent that the period to which such charges relate has been extended by reason of the collision damage repairs.
    - (d) Reimbursement of salvage, general average and other charges and expenses reasonably incurred as a result of the collision.
    - (e) Reimbursement of sums, for which the Claimant has become legally liable and has paid to third parties in respect of such liability, arising out of the collision by reason of contractual, statutory or other legal obligations.
    - (f) Reimbursement for the net freight lost and the cost of replacing bunkers and vessel's gear lost as a result of the collision and not included in the cost of repairs under Rule II 1.(a).
  2. Damages recoverable shall also include :
    - (a) Subject to reimbursement for any claim for loss of freight under Rule II 1.(d), compensation for the net loss of earnings arising from the collision. This compensation shall be assessed by establishing the gross earnings of the vessel lost during detention, calculated by reference to the vessel's earnings or by reference to the earnings of comparable vessels in the same trade and then deducting from the gross earnings the operating costs which would normally have been incurred in order to achieve the gross earnings, such as hire payable, crew and bunker costs, port disbursements and insurance.
    - (b) Operating costs and expenses actually incurred during detention, other than those included under Rule II 1.
  3. In the interpretation of Rule II 2., the following particular provision will also apply :
    - (a) When detention occurs during the performance of a voyage charterparty and such detention does not entail cancellation of the charter party, compensation shall be calculated by applying the average net earnings on the two voyages prior to and two voyages subsequent to the detention.  
When no reference to two prior and two subsequent voyages is possible, the net earnings on other relevant voyages or if there are no other relevant voyages on the voyage during which the collision took place shall from the basis of compensation.  
If in consequence of such detention the charterparty is cancelled, and freight remains unearned compensation shall
1. 於船舶毀損，然未達本規則所定義之全損程度時，請求權人有權請求回復下列損害賠償：
    - (a) 合理產生的臨時修理費用及合理的永久修理費用。
    - (b) 這些修理費用應包括但不限於必要之出入塢費、除油氣費、清艙費、港口費用、監工與船級協會檢驗費，以及為進行該修理期間所生之塢期費或碼頭費。
    - (c) 然如碰撞損害修理中，同時進行本質上關於因其他意外事故所致船舶適航性或船舶修理，或因延緩入塢或進行定期入塢檢查之船舶所有人工程時，損害賠償範圍應包括但不限於僅與船舶碰撞修理所生期間有關之塢期費、碼頭費或其他計時性費用。
    - (d) 補償因碰撞合理發生之救助費、共同海損及其它開支或費用。
    - (e) 補償因碰撞所生請求權人基於契約、法定或其他法律義務所生對於第三人依法應負責任且業已支付第三人之數額。
    - (f) 補償因碰撞所生之淨運費損失，燃油替代成本及機具損失，但已包括於前述規則 II 1.(a)之修理成本者除外。
  2. 可請求之損害賠償尚應包括：
    - (a) 於規則 II 1.(d)所提出之運費損失補償情況下，賠償因碰撞所生淨收益損失。此收益損失之估算，應確定該船舶於延滯期間可得總收入損失，參考該船舶或其他可相較之船舶在相同貿易條件下之營收情況，扣除為達到該收入所通常發生之營運成本，如應付租傭金、船員及燃油成本、港口費用及保險。
    - (b) 除規則 II 1.所包括之事項外，於延滯期間內實際產生之營運成本及費用。
  3. 於規則 II 2.闡述意旨下，下列條款得個別適用：
    - (a) 延滯係發生於履行航次傭船期間且該延滯不至使租傭契約解除，則以延滯發生前後各兩航次之平均淨收益計算賠償。  
如無前後兩航次可茲參考，則可參考其他航次之淨收益，或如無其他航次，則以碰撞當航次，作為賠償計算基準。  
如延滯造成租傭契約解除，且運費未付時，賠償應包括該淨運費損

- include the net freight lost.
- (b) When detention occurs while the vessel is being operated on a liner service, compensation for detention shall be assessed as follows :
- i. when detention occurs during the voyage which the vessel is performing at the time of the collision by applying to the detention the net daily earnings for that voyage, computed for the time the voyage would have taken had the collision not occurred.
  - ii. when detention occurs other than during the voyage which the vessel is performing at the time of the collision, by applying to the detention the average net earnings on the two voyages prior to and the two voyages subsequent to the detention. When reference to two prior and two subsequent voyages is not possible, the basis of the computation will be the net earnings on other relevant voyages. If there are no other relevant voyages the compensation will be assessed by reference to the net earnings of a similar vessel operating in a similar trade.
- (c) When detention occurs while the vessel is performing under a time charter, compensation shall include the net loss of hire during the detention. If in consequence of such detention the charterparty is cancelled, compensation shall include the net hire which would have been paid during the unperformed portion of the charter, allowance being made for any actual net earnings during that portion.
4. When collision damage repairs are carried out in conjunction with Owners' work which is essential to the seaworthiness of the vessel or with essential repair work arising out of another out at a routine docking, damages shall include compensation for detention only to the extent that the period under repair is extended by reason of the collision damage repairs.
- 失。
- (b) 當延滯發生於班輪運送營運期間，延滯賠償應依下列方式估算：
- i. 如延滯是發生於碰撞當時之營運航次，則以如未發生碰撞所耗航次時間計算每日淨收益進以推算延滯損失。
  - ii. 如延滯非發生於碰撞當時之營運航次，則以延滯發生前後各兩航次之平均淨收益計算賠償額。如無前後兩航次可茲參考，計算基準得為其他航次之淨收益。如無其他航次，則參考其他類似船舶於類似貿易條件下之淨收益，為估算賠償依據。
- (c) 當延滯發生於履行定期租船期間，則賠償應包括延滯期間淨租金損失。如延滯造成租約解除，則賠償應包括以該租期未完成部份原應支付之淨租金，扣除該期間內任何實際淨收益。
4. 如碰撞損害修理中，同時進行本質上關於其他意外事故所致船舶適航性或船舶修理，或延緩進塢或進行定期入塢檢查之船舶所有人工程時，損害賠償範圍應包括僅與船舶碰撞修理期間範圍內之延滯賠償。

### RULE III PROPERTY ON BOARD

1. The Claimant shall be entitled to recover damages when property has been lost or damaged in consequence of the collision.
2. In the case of property having a commercial value such damages shall be calculated as follows :
  - (a) If such property is lost, the Claimant shall be entitled to reimbursement of the market value at the port of destination at the time when it should have arrived, less any expenses saved. When such market value cannot be determined, the value of the property shall be the shipped value plus freight and the cost of insurance if incurred by the Claimant, plus a margin for profit assessed at no more than 10% of the value of the property calculated as above.
  - (b) If such property is damaged, the Claimant shall be entitled to damages equal to the difference between the value of the property in sound condition at destination and its value in damaged condition. Where physical damage to such property arises from the prolongation of the voyage following the collision, the compensation shall be fixed on the same basis. However, where the loss arises from a fall in the market during such prolongation there shall be no right to damages.

### 規則 III 船上財物

1. 請求權人有權請求因碰撞所致船上財產之毀損滅失。
2. 財物具商業價值者，則依下列方式計算損害賠償額：
  - (a) 於財物滅失時，請求權人有權請求賠償貨物應到達時目的港之市場價值，扣除所減省之費用。如市價無法決定，則該財物價值應為裝船價值，加上運費以及請求權人所支出之保險費，並加上不超過依前所計算出財物價值百分之十之利潤。
  - (b) 於財物毀損時，請求權人有權請求依目的地該財物於完好情況時之價格與毀損情況時之價格間差額之損害賠償。因碰撞造成航程延擱而致生之財物實體上損害，其賠償亦應依相同計算基礎。但無權請求於延擱期間，因市場價格下跌所致之損失。

3. In the case of any other property the Claimant shall be entitled to recover:
- (a) Where the property has been lost or is irreparable: its value or the reasonable cost of its replacement;
- (b) Where the property is damaged and can be repaired: the reasonable cost of repairs, but not exceeding its value or the reasonable cost of its replacement.
3. 如為其他財物，請求權人有權請求回復：
- (a) 若財物已滅失或無法修復時：其本身價值或合理重置價值。
- (b) 若財物毀損且可修復時：不超過本身價值之合理修理費用或其合理重置價值。

## RULE IV INTEREST

1. Interest on damages is recoverable in addition to the principal sum.
2. For claims under Rule I 1, interest shall run from the date of the collision to the date of payment.  
For all other claims, interest shall run from the date the loss was sustained or the expense was incurred to the date of payment.
3. Where under Rule V the damages are to be calculated in Special Drawing Rights (SDR), the rate of interest shall be the average London rate for three months SDR linked deposits in the period that interest runs; otherwise the rate of interest shall be ten per cent per annum.

## 規則 IV 利息

1. 除損害賠償本金外，尚可請求其利息。
2. 於規則 I.1 之請求，利息應從碰撞日計算至實際付款日。  
其他損失請求，利息計算從損失或費用支付日至實際付款日。
3. 損害賠償依規則 V 特別提款權(SDR)計算時，計息利率應以利息起算日起倫敦 SDR 存款三個月之平均利率，或以年利率百分之十計算利息。

## RULE V CURRENCY

Unless the parties have agreed to apply a specific currency in the calculation of their damages the following procedure shall be adopted.

- losses or expenses shall be converted from the currency in which they are incurred into Special Drawing Rights (SDR) at the rate of exchange prevailing on the day the losses or expenses were incurred.
- the final amounts due shall be calculated in SDR and the balance due shall be paid to the Claimant in the currency of his choice at the rate of exchange prevailing on the date of payment.
- where no official SDR exchange rate is quoted for the currency, conversions to and from SDR shall be made by reference to U. S. Dollars.

## 規則 V 貨幣

除當事人間已同意適用某一特定貨幣以計算損害賠償外，應採行下列方法：

- 損失或費用應以損害或費用發生日之貨幣，以該項費用發生日前一日之兌換匯率，兌換為 SDR 記帳單位。
- 最後應付總額應以 SDR 記帳單位計算，並依請求權人所擇定之貨幣，以付款日前一日之兌換率，折算應付額支付予請求權人。
- 如該貨幣無官方 SDR 兌換率可參考，則對或從 SDR 記帳單位之兌換，應參考美金兌換之。

## FORM OF AGREEMENT

RE : \_\_\_\_\_(O)\_\_\_\_\_

The parties hereto agree that their respective claims arising out of the above incident shall be assessed in accordance with the Lisbon Rules 1987.

The damages shall be calculated in \_\_\_\_\_(X)

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

- (O) Insert names of ships involved and date/place of collision.
- (X) If a currency is not specified, Rules V provides that the damages will be calculated in Special Drawing Rights (SDR).

## 協定格式

主旨: \_\_\_\_\_(O)\_\_\_\_\_

雙方當事人茲此同意有關前述事故所致之求償應依 1987 年里斯本規則估算之。

損害賠償應以 \_\_\_\_\_(X) 計算之。

簽署 \_\_\_\_\_ 代表 \_\_\_\_\_ 代表

日期: \_\_\_\_\_

- (O) 載明涉及碰撞之船名及時地。
- (X) 如未指定貨幣，依規則 V 規定之特別提款權計算損害賠償額。