

英國海損理算師協會實務現則 (1997 年版)

Rules of Practice of The Association of Average Adjusters of U. K.

AAA Rules 1997

SECTION A GENERAL RULES

A 節 總則

A1 Adjustments for the Consideration of Underwriters

A1 給保險人考量之理算

That any claim prepared for the consideration of underwriters shall include a statement of the reasons of the average adjuster for stating such a claim, and when submitted in conjunction with a claim for which underwriters are liable, shall be shown in such a manner as clearly to distinguish the claim for consideration from other claims embodied in the same adjustment.

任何準備送給保險人考量之求償理算，應包括海損理算師針對該求償之理由說明，如該案件涉及連保險人應負責之求償時，同一理算報告中應與其他求償明確區分。

A2. Interest and Commission for Advancing Funds

A2 預付款之利息及佣金

That, in practice, interest and commission for advancing funds are only allowable in average when, proper and necessary steps having been taken to make a collection on account, an out-of-pocket expense for interest and/or commission for advancing funds is reasonably incurred.

預付款之利息及佣金於實務上僅於支付該款項為適當且必要措施所需時，該預付款合理發生之利息及或佣金始可為海損求償。

A3. Agency Commission and Agency

A3 代理佣金及代理

That, in practice, neither commission (except bank commission) nor any charge by way of agency or remuneration for trouble is allowed to the shipowner in average, except in respect of services rendered on behalf of cargo when such services are not involved in the contract of affreightment.

代理人之任何佣金(銀行佣金除外)或花費或增加麻煩之佣金不得給予船舶所有人海損補償，然該服務係代表貨方為之，且該服務亦不涉及運送契約者除外。

A4. Duty of Adjusters in Respect of Cost of Repairs

A4 理算人有關修理費用之義務

That in adjusting particular average on ship or general average which includes repairs, it is the duty of the adjuster to satisfy himself that such reasonable and usual precautions have been taken to keep down the cost of repairs as a prudent shipowner would have taken if uninsured.

包括修理在內之船舶單獨海損或共同海損理算時，理算師有義務確認其已如一如未投保之謹慎船舶所有人般合理且小心地將修理費用減至最低。

A5. Claims on Ship's Machinery

A5 船上機械之求償

That in all claims on ship's machinery for repairs, no claim for a new propeller or new shaft shall be admitted into an adjustment, unless the adjuster shall obtain and insert into his statement

有關船上機械修理之所有求償，新螺旋槳及新軸心之求償不應計入理算，然理算師取得證據並於其理算報告中證明該

evidence showing what has become of the old propeller or shaft.

求償係該老舊螺旋槳或軸心所致除外。

A6 Water Casks

Water casks or tanks carried on a ship's deck are not paid for by underwriters as general or particular average; nor are warps or other articles when improperly carried on deck.

A6 水櫃

保險人不賠付船舶甲板上水箱或水櫃之共同海損或單獨海損；不當置放於甲板上之纜繩或其它物件亦不賠付。

A7 Adjustment Policies OF Insurance and Names of Underwriters

That no adjustment shall be drawn up showing the amount of payments by or to the underwriters, unless the policies or copies of the policies of insurance or certificates of insurance, for which the statement is required, be produced to the average adjusters. Such statement shall set out sufficient details of the underwriters interested and the amounts due on the respective policies produced.

A7 理算書：保單及保險人姓名

除非理算所需之正本保單或保險保單副本或保險證明出示給理算師，否則不應製作保險人應支付或應支付給保險人數額之理算報告。該理算報告必須有相關保險人及相關保單應付數額之詳細資料。

A8 Apportionment of Costs in Collision Cases

That when a vessel sustains and does damage by collision, and litigation consequently results for the purpose of testing liability, the technicality of the vessel having been plaintiff or defendant in the litigation shall not necessarily govern the apportionment of the costs of such litigation, which shall be apportioned between claim and counter-claim in proportion to the amount, excluding interest, which has been or would have been allowed in respect of each in the event of the claim or counter-claim being established; provided that when a claim or counter-claim is made solely for the purpose of defence, and is not allowed, the costs apportioned thereto shall be treated as costs of defence.

A8 碰撞案件訴訟費用之分配

船舶碰撞毀損為確定責任而進行訴訟時，訴訟費用之分配依據無須取決於該船舶於訴訟中為身原告或被告之技術性事項，其應依照業經或得經確定之求償及反求償數額多寡為比例分配，利息不適用此方式；然當某求償或反求償完全僅為抗辯目的時即不予海損補償，比例分配之訴訟費用作為抗辯費用處理。

A9 Franchise Charges

The expenses of protest, survey, and other proofs of loss, including the commission or other expenses of a sale by auction, are not admitted to make up the percentage of a claim; and are only paid by the underwriters in case the loss amounts to a claim without them.

A9 特許性費用

海事報告、公證及其他為證明損失之費用，包括拍賣出售之佣金或其他費用不應計入而成為某求償之部份百分比；僅於未計入這此費用之損失數額達到可求償數額時，保險人始賠付這些費用。

SECTION B – GENERAL AVERAGE

RULES OF GENERAL APPLICATION

Note: In this edition of the Rules of Practice, the Rules relating to the adjustment of general average under English law and practice have been transferred to Section F.

B 節一共同海損

一般適用原則

附註：於本版理算師實務規則，有關依英國法律慣例為共同海損理算之規則已經移訂於下節。

B1 Basis of Adjustment

That in any adjustment of general average not made in accordance

B1 理算基礎

任何共同海損理算非依英國法製作者，

with British law it shall be prefaced on what principle or according to what law the adjustment has been made, and the reason for so adjusting the claim shall be set forth.

In all cases the adjuster shall give particulars in a prominent position in the average statement of the clause or clauses contained in the charter-party and/or bills of lading with reference to the adjustment of general average.

B2-B8 inclusive – transferred to section F

B9 Claim Arising out of Deficiency of Fuel

That in adjusting general average arising out of deficiency of fuel, the facts on which the general average is based shall be set forth in the adjustment, including the material dates and distances, and particulars of fuel supplies and consumption.

B10-B23 inclusive – transferred to section F

B24 Contributory Value of Ship

That in any a adjustment of general average there shall be set forth the certificate on which the contributory value of the ship is based or, if there be no such certificate, the information adopted in lieu thereof, and any account made good shall be specified.

B25 Contributory Value of Freight

That in any adjustment of general average there shall be set forth the amount of the gross Freight and the freight advanced, if any; also the charges and wages deducted and any amount made good. The first paragraph of Rule B25, dealing with the basis of adjustment under English law and practice, has been transferred to Section F and renumbered F22.

B26 Vessel in Ballast and Under Charter: Contributing Interests

For the purpose of ascertaining the liability of Underwriters on British policies of insurance, the following provisions shall apply: –

When a vessel is proceeding in ballast to load under a voyage charter entered into by the shipowner before the general average act, the interests contributing to the general average shall be the vessel, such items of stores and equipment as belong to parties other than the owners of the vessel (e.g. bunkers, wireless installation and navigational instruments) and the freight earned under the voyage charter computed in the usual way after deduction of contingent expenses subsequent to the general average act. Failing a prior termination of the adventure, the place where the adventure shall be deemed to end and at which the values for contribution to general average shall be calculated is the Anal port of discharge of the cargo carried under the charter but in

必須一開始即說明理算報告製作之原則及依據何法律並說明何以據此理算求償之原因。

理算師對於所有案件應於理算報告顯著位置標記租傭契約及/或載貨證券規定有關共同海損理算之條款或數條款。

B2 – B8 移訂於第 F 節

B9 油料不足所致求償

於理算油料不足所致共同海損案件時，共同海損據以成立之事實必須於理算報告中註明，其包括相關重要日期及距離，以及油料供應及耗油量等細目資料。

B10 – B23 移訂於 F 節

B24 船舶分擔價值

任何共同海損理算報告須指出船舶分擔價值基礎之證明(或如有該證明，則以所採用之資料代之)及須指明可獲分攤補償之數額。

B25 運費分擔價值

任何共同海損理算報告應指出總運費及預付運費之數額(如有)，以及應扣減之費用及薪津及任何可獲分攤補償之數額。原 B25 第一段係規定依英國法律及慣例理算基礎，其已移訂於下節 F22 項。

B26 船舶於租傭下空載航行時之分擔關係人

為確定英國保險保單保險人責任之目的，應適用下列規定：

共同海損行為前，船舶所有人已簽訂論航傭船並空載航行前往載貨，應分擔共同海損之利害關係方應為船舶、船舶所有人以外之人所屬之物料設備等(例如燃油、無線電設備及航行儀器)、及依傭船契約扣除共同海損行為所生附屬費用後計算所賺得之運費。

冒險提前終止者，該地點應被視為冒險終止，共同海損之分擔應依租傭契約所運載貨物最後卸貨港所在價值計算，然船舶及運費或任一者先前已有損失，共同海損應附隨於任何包括於裝貨港所支

the event of the prior loss of the vessel and freight, or either of them, the general average shall attach to any surviving interest or interests including freight advanced at the loading port deducting therefrom contingent expenses subsequent to the general average act.

When a vessel is proceeding in ballast under a time charter alone or a time charter and a voyage charter entered into by the time charterer, the general average shall attach to the vessel and such items of stores and equipment as are indicated above. Failing a prior termination of the adventure, the adventure shall be deemed to end and the values for contribution to general average calculated at the first loading port upon the commencement of loading cargo.

When the charter to which the shipowner is a party provides for York-Antwerp Rules, the general average shall be adjusted in accordance with those Rules and British law and practice and without regard to the law and practice of any foreign port at which the adventure may terminate; and in the interpretation of Rule XI it shall be immaterial whether the extra period of detention takes place at a port of loading, cell or refuge, provided that the detention is in consequence of accident, sacrifice or other extraordinary circumstance occurring whilst the vessel is in ballast.

In practice neither time charter hire, as such, nor time charterer's voyage freight shall contribute to general average.

B27 Ulterior Chartered Freight: Contribution to General Average

That when at the time of a general average act the vessel has on board cargo shipped under charter-party or bills of lading, and is also under a separate charter to load another cargo after the cargo then in course of carriage has been discharged, the ulterior charterer freight shall not contribute to the general average.

B28 Deductions from Freight at Charterer's Risk

That freight at the risk of the charterer shall be subject to no deduction for wages and charges, except in the case of charters in which the wages or charges are payable by the charterer, in which case such freight shall be governed by the same rule as freight at the risk of the shipowner.

B29 Forwarding Charges on Advanced Freight

That in case of wreck, the cargo being forwarded to its destination, the charterer, who has paid a lump sum on account of freight, which is not to be returned in the event of the vessel being lost, shall not be liable for any portion of the forwarding freight and charges, when the same are less than the balance of freight payable to the shipowner at the port of destination under the original charter-party.

B30 Sacrifice for the Common Safety: Direct Liability of Underwriters

付之預付運費扣除共同海損行為所生費用後之殘存利益或數利益上。

船舶於某單一論時傭船，或於一論時傭船及該論時傭船人簽定之航程傭船而為空載航行時，共同海損應附隨於該船舶及前述所指之物料設備上。冒險提前終止者，該地點應被視為冒險終止，共同海損分擔依開始貨物裝載之第一個裝貨港價值計算之。

船舶所有人為締約一方之租傭船契約規定約克安特衛普規則理算時，則共同海損應依該規則及英國法律慣例理算，而無須慮及冒險終止地任何外國港口當地之法律慣例；約安規則第 10 條有關裝貨港、中途港或避難港造成延滯額外期間之規定並不重要，然該延滯係船舶空載航行因意外事故、犧牲或其他非常情況所生者除外。

實務上，論時傭船租金或論時傭船人之航程運費均不分擔共同海損。

B27 未來的租傭運費：共同海損之分擔

船舶於共同海損行為當時船上載有依租傭契約的或載貨證券裝載上船之貨物，且已有另一租傭契約約定於船上貨物卸載後再裝載另一批貨物時，該未來的租傭運費不分擔共同海損。

B28 租傭船人風險運費之扣減

租傭船人之風險運費不應扣減薪津及費用，除非該薪津及費用係租傭船人所支付，於此情況下，該運費應以船舶所有人風險運費相同規則處理。

B29 預付運費下之轉運費用

如船舶沈沒，然貨物被轉運至目的地，已經支付總額運費而因船舶滅失無法退還之租傭船人，如轉運運費或費用低於其依原本租傭契約應於目的港支付給船舶所有人之運費差額時，該租傭船人即無須負擔任何部份之轉運運費或費用。

B30 為共同安全之犧牲：保險人之直接責任

That in case of general average sacrifice there is, under ordinary policies of insurance, a direct liability of as underwriter on ship for loss of or damage to ship's materials, and of an underwriter on goods or freight, for loss of or damage to goods or loss of freight so sacrifice as a general average loss; that such loss not being particular average is not taken into account in computing the memorandum percentages, and that the direct liability of an underwriter for such loss is consequently unaffected by the memorandum or any other warranty respecting particular average.

B31 Sacrifice of Ship's Stores: Direct Liability of Underwriters

That underwriters insuring ship's stores, bunker coal or fuel, destroyed or used as part of a general average operation, shall only be liable for those articles as a direct claim on the policy when they formed part of the property at risk at the time of the peril giving rise to the general average act.

B32 Enforcement of General Average Lien by Shipowners

That in all cases where general average damage to ship is claimed direct from the underwriters on that interest, the average adjusters shall ascertain whether the shipowners have taken the necessary steps to enforce their lien For general average on the cargo, and shall insert in the average statement a note giving the result of their enquiries,

B33 Underwriter's Liability

If the ship or cargo be insured for more than its contributory value, the underwriter pays what is assessed on the contributory value. But where insured for less than the contributory value, the underwriter pays on the insured value; and when there has been a particular average for damage which forms a deduction from the contributory value of the ship that must be deducted from the insured value to find upon what the underwriter contributes, This rule does not apply to foreign a adjustments, when the basis of contribution is something other than the net value of the thing insured.

That in practice, in applying the above rule for the purpose of ascertaining the liability of underwriters for contribution to general average and salvage charges, deduction shall be made from the insured value of all losses and charges for which underwriters are liable and which have been deducted in arriving at the contributory value.

In adjusting the liability of underwriters on freight for general average contribution and salvage charges, effect shall be given to Section 73 of the Marine Insurance Act, 1906, by comparing the gross and not the net amount of freight at risk with the insured value in the case of a valued policy or the insurable value in the case of an unvalued policy.

有共同海損犧牲之情況下，依通常保險保單，船體保險人對於船舶物料之毀損滅失；貨物或運費保險人對於貨物毀損滅失或運費之損失，而這些毀損滅失損失係為共同海損損失所為之犧牲時，保險人應負直接責任；然該損失不應當作單獨海損而計入協議備忘錄所約定之起賠百分比，協議備忘錄或任何其他單獨海損擔保並不影響保險人對該犧牲損失之責任。

B31 船上物料之犧牲：保險人之直接責任

保險人所承保之船舶物料、燃油燃煤或油料被作為共同海損而被損失或耗用時，僅於這些物料於造成共同海損行為之危險當時屬風險財產之一部份，保險人始直接負責這些物料依保單之直接求償。

B32 船舶所有人共同海損優先留置權之行使

共同海損損及船舶而得就該利害直接向保險人求償之所有案件，海損理算師應確認船舶所有人是否已經採行對貨物行使共同海損優先留置權之措施，理算師於理算報告中應註明其查詢之結果。

B33 保險人之責任

如船舶貨物投保金額超過其分擔價值，保險人僅賠付以分擔價值估算之數額。如投保金額低於分擔價值，保險人僅賠付以投保金額估算之數額；且如有船舶毀損之單獨海損，而船舶分擔價值復須扣減該毀損時，則投保金額亦須扣減該毀損以求得保險人應分擔之數額。如外國理算係以投保標的淨值以外之價值為分擔基準時，本規則即不適用之。

在實務上為確定保險人共同海損及救助費用分擔責任之目的而適用前述原則時，保險人應負責之所有損失及費用均應從投保金額中扣除，而以扣減後之金額為其分擔價值。

於理算運費保險人對於共同海損分擔及救助費用之責任時，應適用 1906 海上保險法第 73 條之規定，將風險總運費(非淨運費)與投保金額(定值保單)或可保價值(不定值保單)作比較。

B34 The Duty of Adjusters in Cases Involving Refunds of General Average Deposits or Apportionment of Salvage, Collision Recoveries, or Other Funds

That in cases of general average where deposits have been collected and it is likely that repayments will have to be made, measures be taken by the adjuster to ascertain the names of underwriters who have reimbursed their assured in respect of such deposits; that the names of any such underwriters be set forth in the adjustment as claimants of refund, if any, to which they are apparently entitled; and that on completion of the adjustment, notice be sent to all underwriters whose names are so set forth as to any refund of which they appear as claimants and as to the steps to be taken in order to obtain payment of the same.

That in cases where the names of any underwriters are not to be ascertained on completion of the adjustment, notice be sent to the Secretary of Lloyd's, to the Institute of London Underwriters' Association, to the Liverpool Underwriters' Association, and to the Association of Underwriters of Glasgow, notifying such interests as have not been appropriated to underwriters.

And that in cases of apportionment of salvage or other funds for distribution, similar measures be taken by the adjuster to safeguard the interests of any underwriters who may be entitled to benefit under the apportionment.

B35 Memorandum to Statements Showing Refunds in Respect of General Average Deposits

That the following memorandum shall appear at the end of statements which show refunds to be due in respect of General Average Deposits, viz: –

Memorandum – Refund of general average deposits shown in this statement should only be paid on production of (the original deposit receipts,

B36 Interest on Deposits

That, unless otherwise expressly provided, the interest accrued on deposits on account of salvage and/or general average and or particular and/or other charges, or on the balance of such deposits after payments on account, if any, have been made, shall be credited to the depositor, or those to whom his rights in respect of the deposits have been transferred.

B37 Apportionment of Interest ON Amounts Made Goods

That in practice (in the absence of express agreement between the parties concerned) interest allowed on amount made good shall be apportioned between assured and underwriters, taking into account the sums paid by underwriters and the dates when such payments were made, notwithstanding that by the addition of interest the underwriter may receive a larger sum than he has paid.

B34 涉及共同海損現金保證金或救助分配、碰撞追償或其他款項退款時之理算人職責

共同海損有募集現金保證金，而有須退款之可能時，理算人應採行措施以確認已經補償現金保證金給被保險人之保險人姓名；該保險人姓名應於理算報告上註明其為有權收取退款之當事人；理算報告完成時，應寄送通知給所有列名為退款當事人之保險人，另如這些保險人尚須補足現金保證金不足額時，亦應採行相同步驟。

理算報告完成時尚有任何保險人姓名無法確定者，應寄送通知給勞依茲秘書處、倫敦保險人協會、利物浦保險人協會、及格拉斯哥保險人協會，通知該利害方尚無適格之保險人。

對於救助分配或其他基金退款，理算人應採行相同措施以確保有權享有該分配利益之保險人之權益。

B35 理算報告中應註明共同海損現金保證金退款之備忘錄

理算報告結尾應載明下列備忘錄以註明有關共同海損現金保證金退款如何支付：

備忘錄-本理算報告所記載之共同海損現金保證金退款僅於出示正本現金保證金收據時始為支付。

B36 現金保證金之利息

除另有明示約定外，有關救助及或共同海損及或單獨費用及或其他費用之現金保證金或用於支付暫付款(如有)後，該保證金之餘額所孳生之利息應貸入該保證金帳戶或貸給其他保證金所移轉之權利人。

B37 補償額利息之分配

於實務上(如相關利害關係人間無任何明示協議)，被保險人及保險人間應就保險人已支付之數額及支付之日期比例分配補償額可獲補償之利息，而無論加上該利息後，保險人是否會收取比其支付更大之數額。

SECTION C YORK-ANTWERP RULES

C1 Salvage Services Rendered Under Agreement

Expenses for salvage services rendered by or accepted under agreement shall in practice be treated as general average provided, that such expenses were incurred for the common safety within the meaning of Rule 'A' of the York Antwerp Rules 1924 or York-Antwerp Rules 1950.

C2 Commission Allowed Under York-Antwerp Rules

That the commission of 2 percent allowed on general average disbursements under Rule XXI of York-Antwerp Rules 1924 and Rule XX of York-Antwerp Rule 1950 or 1974, shall be credited in full to the party who has authorised the expenditure and is liable for payment, except that where the funds for payment are provided in the first instance in whole or in part from the deposit funds, or by other parties to the adventure, or by underwriter, the commission on such advances shall be credited to the deposit funds or to the parties or underwriters providing the fund for payment.

C3 York-Antwerp Rules, 1924, Rules X(a) and XX

That, in practice, where a vessel is at any port or place in circumstances in which the wages and maintenance of crew during detention there for the purpose of repair necessary for the safe prosecution of the voyage would be admissible in general average under Rule XI of the York-Antwerp Rules, 1924, and the vessel is necessarily removed thence to another port or place because such repairs cannot be effected at the first port or place, the provisions of Rule X(a) shall be applied to the second port or place as if it were a port or place of refuge within that Rule and the provisions of Rule XX shall be applied to the prolongation of the voyage occasioned by such removal.

C4 York-Antwerp Rules 1950 and 1974. Rule X(a)

That in practice, in applying the second paragraph of Rule X(a), a vessel shall be deemed to be at a port or place of refuge when she is at any port or place in circumstances in which the wages and maintenance of the Master, Officers and crew incurred during any extra period of detention there would be admissible in General Average under the provisions of Rule XI.

SECTION D- DAMAGE AND REPAIRS TO SHIP

D1 Expenses of Removing a Vessel's Hull Repair

1. For the purpose of ascertaining the reasonable cost of repairs,

C 節 - 約克安特衛普規則

C1 依契約所提供救助服務

依契約的或經接受為契約所提供之救助服務在實務上應以共同海損處理，然其必須是依 1924 年約克安特衛普規則或 1950 年約克安特衛普規則規則“A”意義下為共同安全所發生之費用。

C2 約克安特衛普規則可補償之佣金

依 1924 年約克安特衛普規則第 21 條及 1950 年或 1950 年或 1974 年約克安特衛普規則第 20 條可獲共同海損補償百分之二佣金應全額貸給授權並負責支付該費用之人，然支付該費用之基金全部或部分由現金保證金或冒險其他利害關係人或保險人所提供時，該預付款之佣金應貸給現金保證金或提供支付基金之其他利害關係人或保險人。

C3 1924 年約克安特衛普規則第 10(a)條及第 20 條

實務上，為航程安全進行而必須為修理之目的，船舶滯留於某港地期間依 1924 年約克安特衛普規則第 11 條可獲共同海損補償之船員薪津及給養，以及由於船舶無法在第一港地進行修理而須移往另一港地，該規則第 11(a)項規定亦應適用於該第二港地(如同該規則有關避難港地之規定)，另該規則第 20 條亦應適用於該移航所生航程延長期間。

C4 1950 年及 1974 年約克安特衛普規則第 10.a 條

在實務上，在適用規則第 10(a)條第二款，船舶位於任何依規則第 11 條規定可共同海損補償額外延長期間所生之船長船副及船員薪津給養之港地時，船舶應被視為位於避難港地。

D 節 - 船舶毀損修理

D1 為船舶修理之移航費用

1. 為確定合理修理費用之目的，依據保單

and subject to any express provisions in the policy, where a vessel is at any port place or location (hereinafter referred to as 'port') and is necessarily or reasonably removed to some other port for the purpose of repairs, either, because the repairs cannot be effected at the first port, or cannot be effected prudently, the additional expenses reasonably incurred by the shipowner in removing the vessel (other than any expenses allowable in general average) shall be treated as part of the reasonable cost of repair.

2. (a) Where the vessel after repairing forthwith returns to the port from which she was removed, the expenses incurred both in removing the vessel to the port of repair and in returning shall be treated as part of the expenses of removal,

(b) Where the vessel loads a new cargo at the port of repair or proceeds thence to some other port for the same purpose, the expenses shall be calculated as though, but for the repairs, the vessel had previously been engaged to proceed direct from the port from which she was removed to the loading port.

(c) Where, immediately following a casualty, or upon completion of the voyage on which the casualty occurred, the vessel is removed solely to enable repairs to be effected which are essential for continued trading, the expenses may, at the owners' option, be calculated only for the single passage to the repair port.

3. (a) The expenses of removal shall include, inter alia, the cost of any necessary temporary repairs, wages and provisions of crew and/or runners, pilotage, towage, extra marine insurance, port charges, bunkers and stores.

(b) Where by moving the vessel to or from the port of repair any new freight or hire is earned, such net earnings shall be deducted from the expenses of removal.

4. The expenses of removing the vessel for repairs shall be charged as follows:

(a) Where the vessel is removed to the port of repair as an immediate consequence of damage for the repair of which underwriters are liable, or the vessel is necessarily taken out of service especially to effect repairs arising from that damage, the whole cost of removal shall be treated as part of the cost of repairing that damage, notwithstanding that the shipowner may have taken advantage of the removal to carry out survey for classification purposes or to effect other average repairs or repairs on his own account.

However, where the vessel is removed for owners' purposes, other than a routine overhaul as in 4(b) below, or as an immediate consequence of damage for which underwriters are not liable, no part of the cost of removal shall be charged to underwriters, notwithstanding that repairs for which they are liable may be carried out at the port of repair,

(b) Where the vessel is removed to the port of repair for routine overhaul at which repair on both owners' and underwriters' accounts are effected, the expenses of removal shall be apportioned pro rata to the cost (including drydock dues and general services) of all work effected at the port, other than to any damage sustained after the commencement of the removal passage and the cost of any major parts shipped to the repair port from elsewhere.

D2 Fuel and Stores Used in Repairs of Damage to the Vessel

之任何費用規定，當船舶於任何港口或地點(以下稱為"港口")為修理之目的而必須或合理移航至其它港口時，無論是無法於第一港口進行修理，或無法為便宜修理，船舶所有人為移航船舶合理所發生之額外費用(可獲共同海損補償之費用除外)應以其為合理修理費用之一部份處理。

2.(a)船舶完成修理後復返回其原本之移航港時，將船舶移航至修理港及返回其移航港兩者所發生之費用均以其為合理修理費用之一部份處理之。

(b)如船舶於修理港或移航途中裝載新貨物至相同目的之其他港口，則有關之修理費用，以船舶先前移航至裝貨港之港口直接之航程計算之。

(c)如於事故發生後或於事故發生而完成航程後，為繼續其貿易之重要目的，而需立即將船舶移航以便進行修理者，該費用得依船舶所有人之意見，僅以前往該修理港之單一航程計算之。

3.(a)移航費用應包括(反之亦然)任何必要的臨時修理費用、船舶或船東代表之薪資及給養、引水、拖帶、額外保險費、港口費用、燃油及物料。

(b)船舶來往修理港之移航途中有賺取任何新的運費或租金時，移航費用應扣除該淨運費所得。

4.可請求之船舶移航修理費用如下：

(a)船舶移航至修理港為保險人應負責之損害修理之立即結果，或船舶因該損害須進行修理而必須停止營運時，為進行船級公證目的或為其他海損修理或船東自修工程之所有移航費用。

然而如船舶移航係為船東自己之目的(除下述4(b)點定期翻修以外)，或保險人無須負責之損害修理之立即結果，即使修理港之修理有保險人應予負責之事項，其任何移航費用均不得向保險人求償。

(b)船舶為定期檢修而移航修理港，而同時以船舶所有人及保險人之費用進行修理時，移航費用應就該港所進行所有工程之費用(包括塢費及一般費用)比例分擔，但不包括於移航航程開始後所受之任何損失及從其他主要港口航向該修理港之費用。

D2 修理期間所使用之油料及物料

That the cost of replacing fuel and stores consumed either in the repair of damage to a vessel, in working the engines or winches to assist in the repairs of damage, or in moving her to a place of repair within the limits of the port where she is lying, shall be treated as part of the cost of repairs.

D3 Rigging Chafed

Rigging injured by straining or chafing is not charged to underwriters, unless such injury is caused by blows of the sea, (rounding, or contact; or by displacement, through sea peril, of the spars, channels, bulwarks, or rails.

D4 Sails Split or Blown Away

Salle split by the wind, or blown away while set, Unless occasioned by the ship's grounding or coming into collision, or in consequence of damage to the spars to which the sails are bent, Are not charged to underwriters.

D5 Dry Dock Expenses

I. That, in practice, where repairs, for the cost of which underwriters are liable, are necessarily effected in dry dock is an immediate consequence of the casualty, or the vessel is taken out of service especially to effect such repairs in dry dock, the cost of entering and leaving the dry dock, in addition to so much of the dock dues as is necessary for the repair of the damage, shall be chargeable in full to the underwriters, notwithstanding that the shipowner may have taken advantage of the vessel being in dry dock to carry out survey for classification purposes or to effect repairs on his account which are not immediately necessary to eke the vessel seaworthy.

2. (a) Where repairs on Owners' account which are immediately necessary to make the vessel seaworthy and which can only be effected in dry dock are executed concurrently with other repairs, for the cost of which underwriters are liable, and which also can only be effected in dry dock,

(b) Where the repairs, for the cost of which underwriters are liable, are deferred until a routine dry-docking and are then executed concurrently with repairs on Owners' account which, require the use of the Dry dock, whether or not such Owners' repairs affect the seaworthiness of the vessel, the cost of entering and leaving the dry dock, in addition to so much of the dock dues as is common to both repairs, shall be divided equality between the shipowner and the underwriters, irrespective of the fact that, the repairs for which underwriters are liable may relate to more than one voyage or accident or may be payable by more than one set of underwriters.

3. Sub-division between underwriters of the proportion of dry-docking expenses chargeable to them shall be made on the basis of voyages, and/or such other franchise units as are specified in the policies.

4. In determining whether the franchise is reached the whole cost of dry-docking necessary for the repair of the damage, less the proportion (if any) chargeable to Owners when Section (a) of

為修理船舶毀損、使用主機或絞車協助損害修理，或由於停泊港限制而須將船舶移往修理港地所耗用之油料物料補充成本均應當作修理成本處理。

D3 纜索裝備擦損

因扭拉或摩擦致纜索裝備受損不得向保險人求償，然該毀損係浪擊、擱淺或碰觸；或由於海上風險須更換桅桁船舷舷上圍欄所致者除外。

D4 船帆破裂或吹失

船帆受風破裂或吹失，除非其為船舶擱淺或碰撞附帶所生或係由於桅桁受損船帆彎曲所致，不得向保險人求償。

D5 塢費

1. 於實務上，對於必須於船塢進行之修理，保險人所應負責者僅為事故之立即結果，或船舶特別因修理須於船塢進行而須停止營運之情況。進出塢費用、加上為該損害修理所需之塢期費可全部向保險人求償，而無論船舶所有人就該入塢係為船級之目的進行公證或以其費用進行與船舶適航性無立即關連之修理而取得利益。

2.(a) 以船舶所有人費用所進行之修理係為使船舶適航立即所需，且該修理復需於塢內為之，而與保險人本應負責之其他修理同時進行時，

(b) 保險人應負責之修理延遲至下一次船舶入塢定期檢修之時，而同時進行以船舶所有人費用需使用該船塢之修理時，無論船舶所有人自修工程是否與船舶適航性有關，進出該船塢之費用，加上共同為兩者修理之塢期費用應由船舶所有人及保險人均攤，而無論該保險人應負責之修理可能涉及超過單一航程或事故或由超過一組以上之保險人賠付。

3. 保險人及船舶所有人間有關塢費比例之次分擔部份，可以航程基礎及或保單中所訂明之其他起賠部份求償之。

4. 為決定是否達到該起賠部份，應考慮損害修理所需之所有塢費扣除前述第 2.(a) 可向船舶所有人收取之比例部份(如

paragraph 2 applied, shall be taken into consideration, notwithstanding that there are other damages to which a portion of the cost of dry-docking has to be apportioned in ascertaining the amount actually recoverable.

D6 Tankers –Treatment of the Cost of Tank Cleaning and/or Gas-freeing

1. That, in practice, where repairs, for the cost of which underwriters are liable, require the tanks to be rough cleaned and/or gas-freed, as an immediate consequence of the casualty, or the vessel is taken out of service especially to effect such repairs, the cost of such rough cleaning and/or gas-freeing shall be chargeable in full to the underwriters, notwithstanding that the shipowner may have taken advantage of the vessel being rough cleaned and/or gas-freed to carry out survey for classification purposes or to effect repairs on his account which are not immediately necessary to make the vessel seaworthy.

2. (a) Where repairs on Owners' account which are immediately necessary to make the vessel seaworthy and which require the tanks being rough cleaned and/or gas-freed are executed concurrently with other repairs, for the cost of which underwriters are liable and which also require the tanks being rough cleaned 'and/or gas-freed,

(b) Where the repairs, for the cost of which underwriters are liable, are deferred until a routine dry-docking or repair period, at which time repairs on Owners' account which also require the tanks being rough cleaned and/or gas-freed are effected, whether or not such Owners' repairs affect the seaworthiness of the vessel, the cost of such rough cleaning and/or gas-freeing as is common to both repairs shall be divided equally between the shipowners and the underwriters, irrespective of the fact that the repairs for which underwriters are liable may relate to more than one voyage or accident or may be payable by more than one set of underwriters.

3. The cost of fine cleaning specifically for a particular repair or particular repairs shall be divided in accordance with the principles set forth above.

4. Sub-division between underwriters of the proportion of rough tank cleaning and/or gas-freeing and/or fine cleaning chargeable to them shall be made on the basis of voyages, and/or such other franchise units as are specified in the policies.

5. In determining whether the franchise is reached the whole cost of rough cleaning and/or gas-freeing and/or fine cleaning necessary for the repair of the damage, less the proportion (if any) chargeable to Owners when Section (a) of paragraph 2. applies, shall be taken into consideration, notwithstanding that there are other damages to which a portion of re cost of rough tank cleaning and/or gas-freeing and/or fine cleaning has to be apportioned in ascertaining the amount actually recoverable.

D7 Particular Average on Ship: Deduction of One-Third

The deduction for new work in place of old is fixed by custom at one-third, with the following exceptions:

Anchors are allowed in full. Chain cables are subject to one-sixth only.

有), 而無論是否有其他損害應比例分擔塢費, 以決定實際可求償之數額。

D6 油輪—清艙及除油氣費用之處理

1. 實務上, 對於必須簡易清艙及或除油氣之修理, 保險人所應負責者僅為事故之立即結果, 或船舶特別因該修理而須停止營運時, 簡易清艙及或除油氣費用可全部向保險人求償, 而無論船舶所有人為船級之目的進行公證或以其費用進行與船舶適航性無立即關連之簡易清艙及或除油氣而取得利益與否。

2.(a) 以船舶所有人費用所進行之修理係為使船舶適航立即所需, 且該修理復需簡易清艙及或除油氣為之, 而與保險人本應負責之其他修理同時進行時,

(b) 保險人應負責之修理延遲至下一次船舶入塢定期檢修之時, 而同時進行以船舶所有人費用需為簡易清艙及或除油氣之修理時, 無論船舶所有人自修工程是否與船舶適航性有關, 共同為兩者修理之簡易清艙及或除油氣費用應由船舶所有人及保險人均攤, 而無論該保險人應負責之修理可能涉及超過單一航程或事故或由超過一組以上之保險人賠付。

3. 特別為某個別修理或數修理之詳細清艙費用應依前述所確立之原則區分之。

4. 保險人及船舶所有人間有關簡易清艙及或除油氣費用及或詳細清艙費用比例之次分擔部份, 可以航程基礎及或保單中所訂明之其他起賠部份求償之。

5. 為決定是否達到該起賠部份, 應考慮損害修理所需之所有簡易清艙及或除油氣費用及或詳細清艙費用扣除前述第 2.(a) 可向船舶所有人收取之比例部份(如有), 而無論是否有其他損害應比例分擔簡易清艙及或除油氣費用及或詳細清艙費用, 以決定實際可求償之數額。

D7 船舶單獨海損：扣減三分之一

新換舊習慣扣減固定為三分之一, 然下列除外:

船錨全額補償。錨鍊僅扣減六分之一。

Metal sheathing is dealt with, by allowing in full the cost of a weight equal to the gross weight of metal sheathing stripped off minus the proceeds of the old metal. Nails, felt, and, labour metalling are subject to one third

The rule applies to iron as well as to wooden ships, and to labour as well as material. It does not apply to the expense of straightening bent ironwork, and to the labour of taking out and replacing it.

It does not apply to graving dock expenses, and removals, cartages, use of shears, stages, and graving dock materials.

It does not apply to a ship's first voyage.

D8 Scraping and Painting

Where the Policy include a Clause to the effect that:

“No claim shall in any case be allowed in respect of scraping or painting the vessel's bottom”.

(a) Gritblasting and/or other surface preparation of new bottom plates ashore and supplying and applying any "shop" primer thereto

(b) Gritblasting and/or other surface preparation of:

(i) the butts or area of plating immediately adjacent to an renewed or refitted plating damaged during the course of welding and/or repairs

(ii) areas of plating damaged during the course of fairing, either in place or ashore

(c) Supplying and applying the first coat of primer/anticorrosive to those particular areas mentioned in (a) and (b) above shall be allowed as part of the reasonable cost of repairs in respect of bottom plating damaged by an insured peril and shall be deemed not to be excluded by the wording of this Clause. The gritblasting and/or other surface preparation and the painting of all other areas of the bottom is excluded by the Clause.

SECTION E - PARTICULAR AVERAGE ON GOODS

E1 Adjustment on Bonded Prices

In the following cases it is customary to adjust particular average on a comparison of bonded, instead of duty-paid prices: In claims for damage to tea, tobacco, coffee, wine, and spirits Imported into this country.

E2 Adjustment of Average on Goods Sold IN Bond

That in consequence of the facilities generally offered to bond foods at their destination, at which terms they are often sold, the term “Gross Proceeds” shall, for the purpose of adjustment, be taken to mean the price at which the goods are sold to the consumer, after payment of freight and landing charges, but exclusive of Customs duty, in cases where it is the custom of the port to sell or deal with the goods in bond.

等於所切除金屬覆板總重之成本扣減舊金屬材料殘值後之數額得全額補償。鉚釘及鐸接工資適用三分之一扣減。

本規則適用於鐵製船及木製船、工資及材料費。然其不適用於壓平彎曲鐵工及切割或更換工資之費用。

本規則亦不適用於掘深式船塢費用及移航、陸上貨物運輸、及使用剪腳式起重機、架台及任何掘深式船塢材料。

本規則亦不適用於船舶首航。

D8 刮底及油漆

如保單有下列約定時：

“有關船底噴砂及或其他表面處理或油漆之求償不予允許”

下列事項應被允許為有關船底板因承保危險所致損害之合理修理費用且不應視為已經為該條款用語所除外：

(a)新底板於岸上之噴砂及/或其他表面處理及供應並塗上任何工廠底漆。

(b)噴砂及或其他下列之表面處理工作：

(i)在鐸接及/或修理時緊鄰換新或重新修整鋼板旁之鋼板端未區；

(ii)在岸邊或修理廠中鋼板校正時鋼板受損之部位。

(c)以上(a)及(b)所述部位之底漆及防腐漆。

船底其他部位之噴砂及或表面處理及油漆為該條款除外不賠。

E 節一貨物單獨海損

E1 未稅價價理算

於下列情況，慣例上係以比較未稅(而非稅後)價值為單獨海損之理算。進口該國之茶葉、煙草、咖啡、酒及含酒物品受損之求償。

E2 海損貨物以未稅價價出售之理算

由於貨物通常係以目的地未稅價值出售，為理算目的，『總售價』乙詞意指於支付運費及上岸費用後出售給消費者之金額，但不包括關稅，一如該港習慣係以未稅方式出售或處理貨物般。

E3 Apportionment of Insured Value of Goods

That where different qualities or descriptions of cargo are valued in the policy at a lump sum, such sum shall, for the purpose of adjusting claims, be apportioned on the invoice values where the invoice distinguishes the separate values of the said different qualities or descriptions; and over the net arrived sound values in all other cases.

E4 Allowance for Water and/or Impurities in Picked Cotton

When bales of cotton are picked, and the pickings are sold wet, the allowance for water in the pickings (where there are no means of ascertaining it) is by custom fixed at One-third. There is a similar custom to deduct one-sixth from the gross weight of pickings of country damaged cotton to take account of dirt, moisture and other impurities.

E5 Allowance for Water in Cut Tobacco

When damaged tobacco is cut off, the allowance for water in the cuttings is one-fourth if the actual increase cannot be ascertained,

E6 Allowance for Water in Wool

Damaged wool from Australia, New Zealand, and the Cape is subject to a deduction of 3 per cent for wet, if the actual increase cannot be ascertained.

SECTION F – GENERAL AVERAGE ADJUSTMENT UNDER ENGLISH LAW AND PRACTICE

F1 Deckload Jettison.

The jettison of a deckload carried according to the usage of trade and not in violation of the contracts of affreightment is general average.

F2 Damage BY Water Used to Extinguish Fire.

That damage done by water poured down a ship's hold to extinguish a fire be treated as general average,

F3 Extinguishing Fire on Shipboard.

Damage done to a ship and cargo, or either of them, by water or otherwise, including damage by beaching or scuttling a burning ship, in extinguishing a fire on board the ship, shall be made good

E3 貨物投保金額之比例分配

不同數量或貨物種類以一總額投保時，為求償理算之目的，如發票可區分前述不同數量或貨物種類之價值時，則依發票價值；其他情況則以淨到貨完好價值比例分配該投保總額。

E4 精棉濕損及或污損之補償

捆裝精棉並以濕損出售者，精棉濕損數量(如無法確定濕損程度)補償慣例固定為三分之一。另一慣例為，考慮受損棉花之雜質、濕度及其他汗損後，扣減精棉毛重之六分之一。

E5 切碎煙草濕損補償

切碎煙草濕損，如實際增額無法確定，適用四分之一濕損扣減。

E6 羊毛濕損補償

澳洲、紐西蘭及好望角產羊毛水濕，如實際增額無法確定，適用百分之三濕損扣減。

F 節 依英國法律慣例之共同海損理算

F1 甲板裝載之投棄

依貿易慣例非違反運送契約所為甲板裝載貨物之投棄為共同海損。

F2 用水滅火之損害

為滅火而將水灌進船艙所致之損害可作為共同海損處理。

F3 船上滅火

為熄滅船火以水或其他方式，包括將起火船舶駛上岸灘或鑿沉所致船舶及貨物或其一之毀損可獲共同海損補償；但因

as general average; except that no compensation shall be made for damage by smoke or heat however caused.

F4 Voluntary Stranding.

When a ship is intentionally run on shore and the circumstances are such that if that course were not adopted she would inevitably drive on shore or on rocks, no loss or damage caused to the ship, cargo and freight or any of them by such intentional running on shore shall be made good as general average, but loss or damage incurred in refloating such a ship shall be allowed as general average.

In all other cases where a ship is intentionally run on shore for the common safety, the consequent loss or damage shall be allowed as general average.

F5 Expenses Lightening A Ship When Ashore.

When a ship is ashore in a position of peril and, in order to float her, cargo is put into lighters, and is then at once re-shipped, the whole cost of lightening, including lighter hire and re-shipping, is general average.

F6 Sails Set to Force a Ship OFF the Ground.

Sails damaged by being set, or kept set, to force a ship off the ground or to drive her higher up the ground for the common safety, are general average.

F7 Stranded Vessels: Damage TO Engines in Getting off

That damage caused to machinery and boilers of a stranded vessel, in endeavouring to refloat for the common safety, when the interests are in peril, be allowed in general average.

F8 Resort TO Port of Refuge for General Average Repairs: Treatment of the Charges Incurred.

That when a ship puts into a port of refuge in consequence of damage which is itself the subject of general average, and sails thence with her original cargo, or a part of it, the outward as well as the inward port charges shall be treated as general average; and when cargo is discharged for the purpose of repairing such damage, the warehouse rent and reloading of the same shall, as well as the discharge, be treated as general average.

F9 Resort to Port of Refuge on Account of Particular Average Repairs: Treatment of the Charges Incurred

That when a ship puts into a port of refuge in consequence of damage which is itself the subject of particular average (or not of general average) and when the cargo has been discharged in

任何煙燻或過熱所致毀損不得受償。

F4 自願擱淺

船舶自願駛上岸灘之當時情況為，如船舶不採取此措施，船舶將不可避免會撞上岸邊或礁石，因而故意駛上岸灘所致船舶、貨物或運費或其任何部份之毀損減失不應獲共同海損補償，然為船舶重浮所致之毀損減失則可獲共同海損補償。

其他船舶為共同安全而故意駛上岸灘之情況所致之毀損減失均可獲共同海損補償。

F5 船舶上灘時減輕載重之費用

船舶上灘因有危險情況或為重浮船舶而須將貨物裝上駁船，並稍後立即再裝船者，所有駁船費用，包括租用駁船及再裝船費用均可為共同海損。

F6 強使船舶離底而固定船帆

為共同安全而將船帆固定或保持固定以強使船舶能脫離海底或使船舶升離海底而損及船帆為共同海損。

F7 船舶擱淺：脫困損及主機

擱淺船舶為風險中各利害方之共同安全努力重浮而造成主機或鍋爐受損得獲共同海損補償。

F8 為共同海損修理而前往避難港：所生費用之處理

船舶為共同海損損害而攜載原先貨物或部份貨物駛進避難港，進港及出港費用可以共同海損處理；如為該修理目的而須將貨物卸載，儲倉租金、重裝費用及卸貨費用均可為共同海損處理。

F9 為單獨海損修理而前往避難港：所生費用之處理

船舶為單獨海損(或非共同海損)損失而進入避難港，且貨物需因該毀損而卸載時，進港費用及卸貨費用可為共同海

consequence of such damage, the inward port charges and the cost of discharging the cargo shall be general average, the warehouse rent of cargo shall be a particular charge on cargo, and the cost of reloading and outward port charges shall be a particular charge on freight.

F10 Treatment of Costs of Storage and Reloading at Port of Refuge

That when the cargo is discharged for the purpose of repairing, re-conditioning, or diminishing damage to ship or cargo which is itself the subject of general average, the cost of storage on it and of reloading it shall be treated as general average, equally with the cost of discharging it.

F11 Insurance on Cargo Discharged Under Average

That in practice, where the cost of insurance has been reasonably incurred by the shipowner, or his agents, on cargo discharged under average, such cost shall be treated as part of the cost of storage.

F12 Expenses at a Port of Refuge

When a ship puts into a port of refuge on account of accident and not in consequence of damage which is itself the subject of general average, then on the assumption that the ship was seaworthy at the commencement of the voyage, the Custom of Lloyd's is as follows:

(a) All cost of towage, pilotage, harbour dues, and other extraordinary expenses incurred in order to bring the ship and cargo into a place of safety, are general average. Under the term "extraordinary expenses" are not included wages or victuals of crew, coals, or engine stores, or demurrage.

(b) The cost of discharging the cargo, whether for the common safety, or to repair the ship, together with the cost of conveying it to the warehouse, is general average.

The cost of discharging the cargo on account of damage to it resulting from its own vice propre, is chargeable (a) the owners of the cargo.

(c) The warehouse rent, or other expenses which take the place of warehouse rent, of the cargo when so discharged is, except as under, a special charge on the cargo.

(d) The cost of reloading the cargo, and the outward port charges incurred through leaving the port of refuge, are, when the discharge of cargo falls in general average, a special charge on freight.

(e) The expense referred to in clause (d) are charged to the party who runs the risk of freight – that is, wholly to the charterer – if the whole freight has been prepaid; and, if part only, in the proportion which the part prepaid bears to the whole freight.

(f) When the cargo, instead of being sent ashore, is placed on board hulk or lighters during the ship's stay in port, the hulk-hire is divided between general average, cargo, and freight, in such proportions as may place the several contributing interests in nearly the same relative positions as if the cargo has been landed

損，貨物儲倉費用為貨物之單獨海損，重裝及出港費用為運費之單獨費用。

F10 避難港儲放及重裝費用之處理

為共同海損毀損修理、重新整理或減輕船舶貨物損害而須將貨物卸載時，貨物儲放及重裝費用，以及卸貨費用均以共同海損處理。

F11 卸載海損貨物之保險

實務上，船舶所有人或其代理人將海損貨物卸載合理所生之保險費用，該費用可列為儲放費用之一部為處理。

F12 避難港費用

船舶因意外事故而非共同海損損失本身之損害而進入避難港時，在船舶於航程開始已具適航性之推定下，勞依茲慣例為：

(a) 所有為使船舶貨物進入安全處所發生之拖帶費、引水費、港口費。及其他非常性費用均為共同海損。所稱『非常費用』不包括船員薪津或給養、燃煤或引擎物料或延滯。

(b) 無論係為共同安全或為船舶修理之卸貨費用及運往倉庫之費用為共同海損。

由於貨物本身性質所致毀損之卸貨費用應由貨物所有人負擔。

(c) 貨物之儲倉租金或取代該儲倉租金之其他費用為貨物之特別費用。

(d) 如貨物卸載屬共同海損，貨物重裝費用及離開避難港之出港費用為運費之特別費用。

(e) 前 d 款所生之費用由誰承擔該風險運費者負擔之，亦即如全部運費已經預付者，則完全由租傭船人負擔；如僅預付部份，則僅負擔全部運費中已經預付之比例部份。

(f) 如貨物於船舶滯港期間係存放於倉庫船或駁船上而非卸載上岸時，該駁船費應由貨物及運費為共同海損比例分擔，該分擔係以如同貨物上岸儲放之類

and stored.

F13 Treatment of Costs of Extraordinary Discharges

That no distinction be drawn in practice between discharging cargo for the common safety of ship and cargo, and discharging it for the purpose of effecting at an intermediate port or ports of refuge repairs necessary for the prosecution of the voyage.

F14 Towage from a Port of Refuge

That if a ship be in a port of refuge at which it is practicable to repair her, and if, in order to save expense, she be towed thence to some other port, then the extra cost of such towage shall be divided in proportion to the saving of expense thereby occasioned to the several parties to the adventure.

F15 Cargo Forwarded from a Port of Refuge

That if a ship be in a port of refuge at which it is practicable to repair her so as to enable her to carry on the whole cargo, but, in order to save expense, the cargo, or a portion of it, be transhipped by another vessel, or otherwise forwarded, then the cost of such transhipment (up to the amount of expense saved) shall be divided in proportion to the saving of expense thereby occasioned to the several parties to the adventure.

F16 Cargo Sold at a Port of Refuge

That if a ship be in a port of refuge at which it is practicable to repair her so as to enable her to carry on the whole cargo, or such portion of it as is fit to be carried on, but, in order to save expense, the cargo, or a portion of it, be, with the consent of the owners of such cargo, sold at the port of refuge, then the loss by sale including loss of freight on cargo so sold (up to the amount of expense saved) shall be divided in proportion to the saving of expense thereby occasioned to the several parties to the adventure; provided always that the amount so divided shall in no case exceed the cost of transhipment and/or forwarding referred to in the preceding rule of the Association.

F17 Interpretation of the Rule Respecting Substituted Expenses

That for the purpose of avoiding any misinterpretation of the resolution relating to the Apportionment of substituted expenses, it is declared that the saving of expense therein mentioned is limited to a saving or deduction of the actual outlay, including the crew's wages and provisions, if any, which would have been incurred at the port of refuge, if the vessel has been repaired there, and does not include supposed losses or expenses, such as interest, loss of market, demurrage, or assumed damage by discharging.

似，清況由相關利害方比例分擔之。

F13 非常性卸載費用之處理

為船舶貨物共同安全而卸貨與為繼續航程所需而於中途港或避難港進行修理之目的所為卸貨兩者間在實務上並無區分。

F14 從避難港拖帶

船舶於避難港雖可進行修理，然為減省費用而拖往其他港口，則該額外拖帶費用應由各冒險利害關係人就其所減省費用為比例分擔。

F15 貨物從避難港轉運

船舶於避難港可進行修理並於修理後可再運載所有貨物，然為減省費用，貨物或部份貨物交由另一艘船舶轉運或以其它方式轉運者，則該轉運費用(就其所減省費用之額度)應由各冒險利害關係人就其所減省費用為比例分擔。

F16 貨物於避難港出售

船舶於避難港可進行修理並於修理後可再運載所有貨物或尚適宜運載部份貨物，然為減省費用，貨物或部份貨物在貨物所有人同意下於避難港出售者，則出售損失，包括出售貨物之運費損失(就其所減省費用之額度)應由各冒險利害關係人就其所減省費用為比例分擔；然比例分擔之數額在任何情況下均不應超過本協會前一規則所規定之轉船及或轉運費用。

F17 有關替代性費用規則之解釋

為避免對有關替代費用比例分配處理有任何誤解，謹此聲明本規則所敘及之減省費用係限於，如船舶在避難港完成修理即會發生實際花費之減省或減少，包括船員薪津及給養，其不包括概念性損失或費用，例如利息、市場損失、延滯、或卸貨之可能毀損。

F18 Treatment of Damage to Cargo Caused by Discharge, Storing and Reloading

That damage necessarily done to cargo by discharging, storing, and reloading it, be treated as general average when, and only when the cost of those measures respectively is so treated.

F19 Deductions from Cost of Repairs in Adjusting General Average

Repairs to be allowed in general average shall not be subject to deductions in respect of "new for old" where old materials or parts are replaced by new unless the ship is over fifteen years old in which case there shall be a deduction of one third. The deductions shall be regulated by the age of the ship from the 31st December of the year of completion of construction to the date of the general average act, except for insulation, life and similar boats, communications and navigational apparatus and equipment, machinery and boilers for which the deductions shall be regulated by the age of the particular part to which they apply.

The deductions shall be made only from the cost of the new material or parts when finished and ready to be installed in the ship.

No deduction shall be made in respect of provisions, store, anchors and chain cables,

Dry dock and, slipway dues and costs of shifting the ship shall be allowed in Full.

The costs of cleaning, painting or coating of bottom shall not be allowed in general average unless the bottom has been painted or coated within the twelve months preceding the date of the general average act in which case one half of such costs shall be allowed.

F20 Freight Sacrificed: Amount to be Made Good in General Average

That the loss of freight to be made good in general average shall be ascertained by deducting from the amount of gross freight lost the charges which the owner thereof would have incurred to earn such freight, but has, in consequence of the sacrifice, not incurred.

F21 Basis of Contribution to General Average

When property saved by a general average act is injured or destroyed by subsequent accident, the contributing value of that property to a general average which is less than the total contributing value, shall, when it does not reach the port of destination, be its actual net proceeds; when it does it shall be its actual net value at the port of destination on its delivery there; and in all cases any values allowed in general average shall be added to and form part of the contributing value as above.

The above rule shall not apply to adjustments made before the adventure has terminated.

F22 Contributory Value of Freight

F18 貨物因卸載、儲放及重裝所致毀損之處理

貨物因必須卸載、儲放及重裝所致之毀損，僅於這些措施所生費用亦可為共同海損時，該毀損始可為共同海損處理。

F19 共同海損理算修理費用之扣減

除非船齡超過十五年須扣減三分之一外，可獲共同海損補償之修理有新材料更換舊材料之情況時不適用有關『新換舊』之扣減。該扣減所適用之船齡應自該船舶建造完成當年12月31日起計至共同海損行為日，然絕緣材、救生艇或類似小艇、通訊及航行設備或屬具、機器及鍋爐應適用其所各自適用之年限。

僅於新材料或部份材料已經完成安裝或已準備安裝時之費用始可為是項扣減。

給養、物料、船錨及錨鍊均不扣減。

塢費、船台費及移船費可全額獲償。

船底除污、上漆或塗裝不獲共同海損補償，除非船底於共同海損行為日前十二個月內有進行上漆或塗裝，於此情況，該費用之半額可獲共同海損補償。

F20 所犧牲之運費：共同海損可補償之數額

可獲共同海損補償之運費損失，應從運費損失總額中扣減船舶所有人為賺取該運費所生之費用(由於犧牲而未發生)後予以確定。

F21 共同海損分擔基礎

共同海損行為所獲救之財物因嗣後事故而受損或毀滅者，該財物對於低於共同海損總分擔價值之分擔價值(如該財物無法到達目的港)應為其實際淨出售所得；如該財物到達目的港，則以其於目的港交貨之實際淨值；任何可獲共同海損補償之數額應加上前述分擔價值或作為該分擔價值之一部份。

前述規則不適用於冒險止前之理算。

F22 運費分擔價值

That freight at the risk of the shipowner shall contribute to general average upon its gross amount, deducting such charges and crew's wages as would not have been incurred in earning the freight had the ship and cargo been totally lost at the date of the general average act and have not been allowed as general average.

船舶所有人之風險運費應以其總額扣減為賺取該運費而如船貨於共同海損行為當時全損即不會發生且不會獲得共同海損補償之費用及船員薪津後為共同海損之分擔。

UNIFORMITY RESOLUTIONS

統一決議

YORK-ANTWERP RULES 1924: APPLICATION OF RULE XIV

1924年約克安特衛普規則：第14條之適用

That, in practice, in applying Rule XIV of the York-Antwerp Rules, 1924, the cost of the temporary repair of the accidental damage there referred to shall be allowed in general average up to the saving to the general average by effecting such temporary repair, without regard to the saving (if any) to other interests.

實務上，於適用1924年約克安特衛普規則第14條時，事故毀損之臨時修理費用就進行該臨時修理而為共同海損保全之額度內可獲共同海損補償，而無須考慮其對於其他利益方是否有所保全(如有)。

YORK-ANTWERP RULES 1974: APPLICATION of RULE XIV

1974年約克安特衛普規則：第14條之適用

That, in practice, in considering the saving in expense referred to in the second paragraph of Rule XIV of York-Antwerp Rules 1974, the determination as to whether permanent repairs would have been necessary for the safe prosecution of the voyage shall not be affected by the fact that temporary repairs were practicable.

實務上，於考慮1974年約克安特衛普規則第14條第2項所規定之費用減省時，對於航程安全進行是否必須為永久修理之決定不應受到已為臨時修理事實之影響。