

美國協會船體條款

(June 2, 1977)

AMERICAN INSTITUTE HULL CLAUSES

(June 2, 1977)

AIHC 1977

To be attached to and form a part of Policy No. _____ of the

本條款應附加於_____並構成_____號保單之一部份。

The terms and conditions of the following clauses are to be regarded as substituted for those of the policy form to which they are attached, the latter being hereby waived, except provisions required by law to be inserted in the Policy. All captions are inserted only for purposes of reference and shall not be used to interpret the clauses to which they apply.

下列條款之條件及條款應視為替代其所附加之保單格式，除法律要求某些條款應併入該保單，否則應予廢棄。所有標題僅為參考目的之用，不應被使用於解釋其所適用之條款。

ASSURED

This Policy insures hereinafter referred to as the Assured. If claim is made under this Policy by anyone other than the Owner of the Vessel, such person shall not be entitled to recover to a greater extent than would the Owner, had claim been made by the Owner as an Assured named in this Policy. Underwriters waive any right of subrogation against affiliated, subsidiary or interrelated companies of the Assured, provided that such waiver shall not apply in the event of a collision between the Vessel and any vessel owned, demise chartered or otherwise controlled by any of the aforesaid companies, or with respect to any loss, damage or expense against which such companies are insured.

被保險人

本保單承保_____（以下稱被保險人）。本保單之求償如為船舶所有人以外之人所提出者，該人無權提出一如船舶所有人列名於本保單而為被保險人時所得求償之更大額度之求償。保險人放棄任何對被保險人之關係企業、附屬或相關公司之代位求償權利，然被保險船舶與前述公司所有、承租傭或控管之任何船舶發生碰撞，或關於該公司所投保之任何損失、損害或費用，本項棄權不適用之。

LOSS PAYEE

Loss, if any, payable to or order.

Provided, however, Underwriters shall pay claims to others as set forth in the Collision Liability clause and may make direct payment to persons providing security for the release of the Vessel in Salvage cases.

損失受款人

於有約定時，損失應支付給_____或其指定之人。但保險人無論如何均得依碰撞責任條款支付賠款給其他人，且直接付款給於救助案件中提供擔保以使船舶釋放之人。

VESSEL

The Subject Matter of this insurance is the Vessel called the or by whatsoever name or names the said Vessel is or shall be called, which for purposes of this insurance

船舶

本保險之保險標的為名為_____之船舶或以該船舶為名或稱呼，為本保險之目的，其應包含但應受限於其船體、

shall consist of and be limited to her hull, launches, lifeboats, rafts, furniture, bunkers, stores, supplies, tackle, fittings, equipment, apparatus, machinery, boilers, refrigerating machinery, insulation, motor generators and other electrical machinery. In the event any equipment or apparatus not owned by the Assured is installed for use on board the Vessel and the Assured has assumed responsibility therefor, it shall also be considered part of the Subject Matter and the aggregate value thereof shall be included in the Agreed Value.

Notwithstanding the foregoing, cargo containers, barges and lighters shall not be considered a part of the Subject Matter of this insurance.

DURATION OF RISK

From the day of 19 time
to the day of 19 time

Should the Vessel at the expiration of this Policy be at sea, or in distress, or at a port of refuge or of call, she shall, provided previous notice be given to the Underwriters, be held covered at a pro rata monthly premium to her port of destination. In the event of payment by the Underwriters for Total Loss of the Vessel this Policy shall thereupon automatically terminate.

AGREED VALUE

The Vessel, for so much as concerns the Assured, by agreement between the Assured and the Underwriters in this Policy, is and shall be valued at Dollars.

AMOUNT INSURED HEREUNDER

. Dollars.

DEDUCTIBLE

Notwithstanding anything in this Policy to the contrary, there shall be deducted from the aggregate of all claims (including claims under the Sue and Labour clause and claims under the Collision Liability clause) arising out of each separate accident, the sum of \$, unless the accident results in a Total Loss of the Vessel in which case this clause shall not apply. A recovery from other interests, however, shall not operate to exclude claims under this Policy provided the aggregate of such claims arising out of one separate accident if unreduced by such recovery exceeds that sum. For the purpose of this clause each accident shall be treated separately, but it is agreed that (a) a sequence of damages arising from the same accident shall be treated as due to that accident and (b) all heavy weather damage, or damage caused by contact with floating ice, which occurs during a single sea passage between two successive ports shall be treated as though due to one accident.

小艇、救生艇、救生筏、家具、燃油、物料、供應、鉤具、索具、儀器、器械、機器、鍋爐、冷藏機器、設備、電動發電機或其他電氣機器。任何非被保險人所有但安裝於船上使用之設備或機具，而被保險人對其應負責者，其應被認定為保險標的之一部份且其總價值應包含於保險協議價額中。

無論前述規定為何，貨櫃、駁船及平底船均不應被認定為本保險之保險標的。

風險期間

從 _____ 年 _____ 月 _____ 日 _____ 時
至 _____ 年 _____ 月 _____ 日 _____ 時。

如本保單期滿時船舶尚位於海上、處於危難、或於避難港或中途停泊港，經事先通知保險人，得以按月份保費比例續保至其目的港。保險人一旦賠付船舶全損，本保單自動終止。

保險協議價額

就被保險人所關心之程度，經被保險人及保險人於本保單中雙方協議並將船舶定值為 _____ 美元。

保險金額

_____ 美元。

自負額

無論本保單是否有任何相反規定，任一單獨事件所致生之所有求償總和（包括依損害防阻條款之求償及依碰撞責任條款之求償）應扣減 _____ 美元，然該事故造成船舶全損時，本條款予適用之。向其他利害關係人之追償所不得不考慮本保單除外不賠事項，但以任一事故之求償總和（在未扣減該追償所得之情況下）超過該追償額者為限。為本條款目的，任一事故均應單獨處理，然雙方協議 (a) 同一事故所致之一連串之損害應以該事故處理之、 (b) 於兩連續港口間單一海上航程所發生之所有惡劣天氣損害或碰觸浮冰所致之損害應以單一事故處理之者除外。

PREMIUM

The Underwriters to be paid in consideration of this insurance . . . Dollars being at the annual rate of . . . per cent, which premium shall be due on attachment. If the Vessel is insured under this Policy for a period of less than one year at pro rata of the annual rate, full annual premium shall be considered earned and immediately due and payable in the event of Total Loss of the Vessel.

RETURNS OF PREMIUM

Premium returnable as follows:

Pro rata daily net in the event of termination under the Change of Ownership clause, Pro rata monthly net for each uncommenced month if it be mutually agreed to cancel this Policy.

For each period of 30 consecutive days the Vessel may be laid up in port for account of the Assured.

. cents per cent. net not under repair, or

. cents per cent. net under repair;

provided always that:

(a) a Total Loss of the Vessel has not occurred during the currency of this Policy,

(b) in no case shall a return for lay-up be allowed when the Vessel is lying in exposed or unprotected waters or in any location not approved by the Underwriters;

(c) in the event of any amendment of the annual rate, the above rates of return shall be adjusted accordingly,

(d) in no case shall a return be allowed when the Vessel is used as a storage ship or for lightering purposes.

If the Vessel is laid up for a period of 30 consecutive days, a part only of which attaches under this Policy, the Underwriters shall pay such proportion of the return due in respect of a full period of 30 days as the number of days attaching hereto bears to 30. Should the lay-up period exceed 30 consecutive days, the Assured shall have the option to elect the period of 30 consecutive days for which a return is recoverable.

NON-PAYMENT OF PREMIUM

In the event of non-payment of premium 30 days after attachment, or of any additional premium when due, this Policy may be cancelled by the Underwriters upon 10 days written or telegraphic notice sent to the Assured at his last known address or in care of the broker who negotiated this Policy. Such proportion of the premium, however, as shall have been earned up to the time of cancellation shall be payable. In the event of Total Loss of the Vessel occurring prior to any cancellation or termination of this Policy full annual premium shall be considered earned.

ADVENTURE

Beginning the adventure upon the Vessel, as above, and so shall continue and endure during the period aforesaid, as employment may offer, in port or at sea, in docks and graving docks, and on

保險費

作為本保險之對價，應支付保險人 美元，年度保費費率 %，並於附錄所載日期支付之。如船舶依本保單以年度保費費率投保，於少於一年期間發生船舶全損時，應視為已賺取全年保費並立即到期支付之。

保費退還

保費退還情況如下：

依船舶所有權變更條款而終止者，按淨日數比例；

雙方協議解除保險契約時，按未開始月份之淨按月份比例；

被保險人將船舶停航每三十連續日，

如未進行修理時，淨 %，或

如進行修理，淨 %；

但書：

(a) 於本保單期間，船舶須未發生全損；

(b) 船舶停航於一暴露或未受防護之水域或任何未經保險人認可之地區時，不同意停航退費；

(c) 年度費率如有更動，前述費率亦隨之更動；

(d) 如船舶作為倉庫船或駁船目的使用時，不同意停航退費。

如船舶停航三十連續日期間，然僅其中一部份屬本保單範圍時，保險人僅負責退還本保單有關天數與全部三十個連續日之比例部份。如停航期間超過三十個連續日，被保險人得以其選擇將該三十連續日請求退費。

保費未付

於起保後或任何額外保費到期後三十天未支付保費者，保險人於十天前以書面或電傳通知被保險人最後地址或經由協商本保單之保險經紀人為通知時，得解除本保險。保費計至解約之時，視為已賺取而支付之。如船舶於解約或本保單終止前發生全損，全部年度保費視為全部賺取。

冒險

船舶於前述時間冒險開始，應繼續並持續於前述冒險期間，於其性質上，其可在港口或海上、在船塢或乾塢、

ways, gridirons and pontoons, at all times, in all places, and on all occasions, services and trades; with leave to sail or navigate with or without pilots, to go on trial trips and to assist and tow vessels or craft in distress, but the Vessel may not be towed, except as is customary or when in need of assistance, nor shall the Vessel render assistance or undertake towage or salvage services under contract previously arranged by the Assured, the Owners, the Managers or the Charters of the Vessel, nor shall the Vessel, in the course of trading operations, engage in loading or discharging cargo at sea, from or into another vessel other than a barge, lighter or similar craft used principally in harbors or inland waters. The phrase "engage in loading or discharging cargo at sea," shall include while approaching, leaving or alongside, or while another vessel is approaching, leaving or alongside the Vessel.

The Vessel is held covered in case of any breach of conditions as to cargo, trade, locality, towage or salvage activities, or date of sailing, or loading or discharging cargo at sea, provided (a) notice is given to the Underwriters immediately following receipt of knowledge thereof by the Assured, and (b) any amended terms of cover and any additional premium required by the Underwriters are agreed to the Assured.

PERILS

Touching the Adventures and Perils which the Underwriters are contented to bear and take upon themselves, they are of the Seas, Men-of War, Fire, Lighting, Earthquake, Enemies, Pirates, Rovers, Assailing Thieves, Jettisons, Letters of Mart and Counter-Mart, Surprisals, Takings at Sea, Arrests, Restraint, and Detainments of all Kings, Princes and Peoples, of what nation, condition or quality soever, Barratry of the Masters and Mariners and of all other like Perils, Losses and Misfortunes that have or shall come to the Hurt, Detriment or Damage of the Vessel, or any part thereof, excepting, however, such of the foregoing perils as may be excluded by provisions elsewhere in the Policy or by endorsement thereon.

ADDITIONAL PERILS (INCHMAREE)

Subject to the conditions of this Policy, this insurance also covers loss of or damage to the Vessel directly caused by the following:
Accidents in loading, discharging or handling cargo, or in bunkering;
Accidents in going on or off, or while on drydocks, graving docks, ways, gridirons or pontoons.
Explosions on shipboard or elsewhere,
Breakdown of motor generators or other electrical machinery and electrical connections thereto, bursting of boilers, breakage of shafts, or any latent defect in the machinery or hull, (excluding the cost and expense of replacing or repairing the defective part).

Breakdown of or accidents to nuclear installations or reactors not on board the insured Vessel .
Contact with aircraft, rockets or similar missiles, or with any land conveyance,
Negligence of Charterers, and/or Repairers, provided such

上架軌道、架塢及浮塢，於任何時間、任何地點及任何情況為服務或貿易；無論有無引水人之啟航或航行、試航、協助及拖帶危難中之船舶或小艇，然船舶不應被拖帶(習慣或需要協助者除外)，或從事被保險人、船舶所有人、船舶經理人或租傭船人經事先契約安排之協助提供或進行拖帶或救助服務，船舶於貿易過程中，亦不得於海上從或自駁船、平底駁船或類似小艇(主要使用於港口或內陸水域)以外之其他船舶裝卸貨物。『於海上裝卸貨物』之用語應包括接近、離開或停靠或該其他船舶接近、離開或停靠本船舶。

對於任何違反有關貨物、貿易、航行地區、拖帶或救助行為、開航日期、於海上裝卸貨物等約定，於 (a) 於被保險人知曉後立即通知保險人，及 (b) 修改任何承保條件及被保險人同意任何保險人所要求之任何額外保費時，船舶得以續保之。

危險

保險人同意負擔並負責有關之冒險及危險，其為海上、戰艦、火災、閃電、地震、敵人、海盜、遊劫者、暴力偷竊、投棄、捕獲狀或反捕獲狀、突襲、奪取、扣押、任何之君主、皇室及人民之禁制或扣留、而無論任何國家、情況或性質、船長或海員之惡意行為及所有類似之風險，將或可能對於船舶或其任何部份造成損傷、傷害或損害，然無論如何，前述風險得於本保險或經由批單條款之方式予以除外不保。

附加風險(般馬區條款)

於本保單條款之情況下，本保險承保下列事項直接所致船舶之毀損滅失：
貨物裝、卸或搬移或填加燃油時之意外；
進出乾塢、船塢、上架軌道、架塢或浮塢或於其期間之意外；
船上或其他地方之爆炸；
電氣發電機或其他電氣機器及其電氣管線故障，鍋爐爆炸，傳動軸故障，或其他機器或船體之任何隱有瑕疵，(更換或修理該瑕疵零件之費用或花費除外)；
非保險船舶上之核子裝置或反應器故障或意外；
與飛航器、火箭或類似投射武器或任何陸上機具碰觸；
租傭船人及或修理人之過失，但該租

Charterers and/or Repairers are not an Assured hereunder.

Negligence of Masters, Officers, Crew or Pilots, provided such loss or damage has not resulted from want of due diligence by the Assured, the Owners or Managers of the Vessel, or any of them. Masters, Officers, Crew or Pilots are not considered Owners within the meaning of this clause should they hold shares in the Vessel.

DELIBERATE DAMAGE (POLLUTION HAZARD)

Subject to the conditions of this Policy, this insurance also covers loss of or damage to the Vessel directly caused by governmental authorities acting for the public welfare to prevent or mitigate a pollution hazard, or threat thereof, resulting directly from damage to the Vessel for which the Underwriters are liable under this Policy, provided such act of governmental authorities has not resulted from want of due diligence by the Assured, the Owners, or Managers of the Vessel or any of them to prevent or mitigate such hazard or threat. Masters, Officers, Crew or Pilots are not to be considered Owners within the meaning of this clause should they hold shares in the Vessel.

CLAIMS (GENERAL PROVISIONS)

In the event of any accident or occurrence which could give rise to a claim under this Policy, prompt notice thereof shall be given to the Underwriters, and:

- (a) where practicable, the Underwriters shall be advised prior to survey, so that they may appoint their own surveyor, if they so desire;
- (b) the Underwriters shall be entitled to decide where the Vessel shall proceed for docking and/or repair (allowance to be made to the Assured for the actual additional expense of the voyage arising from compliance with the Underwriters' requirement),
- (c) the Underwriters shall have the right of veto in connection with any repair firm proposed,
- (d) the Underwriters may take tenders, or may require in writing that tenders be taken for the repair of the Vessel, in which event, upon acceptance of a tender with the approval of the Underwriters, an allowance shall be made at the rate of 30 per cent. per annual on the amount insured, for each day or pro rata (or part of a day, for time lost between the issuance of invitations to tender and the acceptance of a tender, to the extent that such time is lost solely as the result of tenders having been taken and provided the tender is accepted without delay after receipt of the Underwriters' approval.

Due credit shall be given against the allowance in (b) and (d) above for any amount recovered.

- (1) in respect of fuel, stores, and wages and maintenance of the Master, Officers or Crew allowed in General or Particular Average,
 - (2) from third parties in respect of damages for detention and/or loss of profit and/or running expenses;
- for the period covered by the allowances or any part thereof.
No claim shall be allowed in Particular Average for wages and

傭船人及或修理人不應為本保單之被保險人為限；

船長、船副、船員或引水人之過失；然該滅失或毀損不應為被保險人、船舶所有人或船舶經理人或其間任何人欠缺適當注意所致。船長、船副、船員或引水人持有船舶股權者，不應被認定為本條款所稱之船舶所有人。

蓄意損害(污染風險)

於適用本保單條款之情況下，本保險亦承保保險人依保單應負責之船舶損害直接所致而使政府機關為公共利益以防止或減輕污染危險或其威脅而直接造成船舶之損失或損害，然該政府機關之行為不應為被保險人、船舶所有人或船舶經理人或其間任何人欠缺適當注意所致。船長、船副、船員或引水人持有船舶股權者，不應被認定為本條款所稱之船舶所有人。

求償(一般條款)

對於可能造成本保單求償之任何事件或事故，應立即通知保險人，且：

- (a) 於可行時，於公證前應通知保險人，以使保險人於其需要時能指定自己公證人；
- (b) 保險人有權決定船舶應於何處進行入塢或修理(為符合保險人要求所發生之實際額外航程費用會給予被保險人補償)；
- (c) 保險人對於所建議之修理廠商具有否決權；
- (d) 保險人可為招標，或以書面要求船舶修理招標，此時，於保險人同意接受招標時，應以投保金額年利率百分之三十，按每天或比例(或不足一天)就自招標通知至接受招標間之時間損失，補償被保險人，但該時間損失必須全係進行招標所致，且於收到保險人同意時應毫不遲延地接受該招標為限。

下列事項與前述(b)及(d)補償有關之任何追償金額，就該補償或其部份有關之期間應予扣回：

- (1) 有關可獲共同海損或單獨海損補償之燃油、物料、及船長、船副或船員之薪津給養；
 - (2) 向第三人追償有關滯留及或利益損失或營運費用。
- 單獨海損中有關船長、船副或船員之薪津給養之求償不予補償，然完全為

maintenance of the Master, Officers or Crew, except when incurred solely for the necessary removal of the Vessel from one port to another for average repairs or for trial trips to test average repairs, in which cases wages and maintenance will be allowed only while the Vessel is under way. This exclusion shall not apply to overtime or similar extraordinary payments to the Master, Officers or Crew incurred in shifting the Vessel for tank cleaning or repairs or while specifically engaged in these activities, either in port or at sea.

General and Particular Average shall be payable without deduction, new for old.

The expense of sighting the bottom after stranding shall be paid, if reasonably incurred especially for that purpose, even if no damage be found.

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

In the event of loss or damage to equipment or apparatus not owned by the Assured but installed for use on board the Vessel and for which the Assured has assumed responsibility, claim shall not exceed (1) the amount the Underwriters would pay if the Assured were owner of such equipment or apparatus, or (2) the contractual responsibility assumed by the Assured to the owners or lessors thereof, whichever shall be less.

No claim for unrepaid damages shall be allowed, except to the extent that the aggregate damage caused by perils insured against during the period of the policy and left unrepaid at the expiration of the Policy shall be demonstrated by the Assured to have diminished the actual market value of the Vessel on that date if undamaged by such perils.

GENERAL AVERAGE AND SALVAGE

General Average and Salvage shall be payable as provided in the contract of affreightment, or failing such provision or there be no contract of affreightment, payable at the Assured's election either in accordance with York-Antwerp Rules 1950 or 1974 or with the Laws and Usages of the Port of New York. Provided always that when an adjustment according to the laws and usages of the port of destination is properly demanded by the owners of the cargo, General Average shall be paid accordingly.

In the event of salvage, towage or other assistance being rendered to the Vessel by any vessel belonging in part or in whole to the same Owners or charterers, the value of such services (without regard to the common ownership or control of the vessels) shall be ascertained by arbitration in the manner provided for under the Collision Liability clause in this Policy, and the amount so awarded so far as applicable to the interest hereby insured shall constitute a charge under this Policy.

When the contributory value of the Vessel is greater than the Agreed Value herein, the liability of the Underwriters for General Average contribution (except in respect to amounts made good to the Vessel), or Salvage, shall not exceed that proportion of the total contribution due from the Vessel which the amount insured hereunder bears to the contributory value, and if, because of damage for which the Underwriters are liable as Particular Average, the value of the Vessel has been reduced for the purpose of contribution, the amount of such Particular Average damage recoverable under this Policy shall first be deducted from the amount insured hereunder, and the Underwriters shall then be

進行海損修理或測試海損修理之試航，而有必要將船舶從一港移航至另一港時，則可補償船舶於航行中之薪資給養。本除外規定不適用於應給付船長、船副或船員為船舶移駁清艙或修理或特別進行這類作業(無論於港口中或於海上)時，所發生之逾時加班或類似之額外給付。

共同海損及單獨海損之給付均不予扣減新換舊。

擱淺後為檢視船底之目的所合理發生之費用應予賠付，即使未發現損害亦同。

有關船底刮除或上漆費用，無論如何均不予賠付。

非被保險人所有但安置於船上使用之機器或設備之損失或損害，而被保險人對其應負責時，求償不應超過 (1) 如該機器或設備屬於被保險人所有時，保險人本應賠付之數額，或 (2) 被保險人對於該機具之所有人或出租人之契約責任，採兩者較低者。

不賠付未修理之損害，然保單期間承保危險所致損害之總和及保單到期時未修理部份經被保險人證明其已減損船舶如無危險損害當日之實際市場價值時除外。

共同海損及救助

共同海損及救助應依貨物運送契約之規定支付之，如無規定或無運送契約時，則依被保險人所選擇之 1950 年或 1974 年之約克安特衛普規則或紐約港口之法律與實務支付之。然理算報告經貨物所有人適當要求依據目的港之法律及實務時，共同海損則可依該要求支付之。

對於船舶之救助、拖帶或其他協助係為全部或部份屬於相同所有權人或租僱船人所有之船舶所提供時，該服務之報酬(無視其船舶共同所有或控管)應以本保單碰撞責任條款所規定之方式經由仲裁決定之，其所判定之金額及其適用之利息，應構成本保單之費用。

船舶之分擔價值大於船舶協議價值時，保險人對於共同海損分擔(有關船舶得請求補償之數額除外)或救助之責任，不應超過船舶應該數額投保所應負擔之分擔價值而應分擔之總分擔金額比例部份，且保險人應負擔單獨海損之損失時，為分擔之目的，應扣減該單獨海損依本保單所求償數額後之船舶價額應先扣減本保單之保險金額，保險人僅負責就該淨價值所應負擔之分擔價值之比例部份。

liable only for the proportion which such net amount bears to the contributory value.

TOTAL LOSS

In ascertaining whether the Vessel is a constructive Total Loss the Agreed Value shall be taken as the repaired value and nothing in respect of the damaged or break-up value of the Vessel or wreck shall be taken into account.

There shall be no recovery for a constructive Total Loss hereunder unless the expense of recovering and repairing the Vessel would exceed the Agreed Value. In making this determination, only expenses incurred or to be incurred by reason of a single accident or a sequence of damages arising from the same accident shall be taken into account, but expenses incurred prior to tender of abandonment shall not be considered if such are to be claimed separately under the Sue and Labor clause.

In the event of Total Loss (actual or constructive), no claim to be made by the Underwriters for freight, whether notice of abandonment has been given or not.

In no case shall the Underwriters be liable for unrepaired damage in addition to a subsequent Total Loss sustained during the period covered by this Policy.

SUE AND LABOR

And in case of any Loss or Misfortune, it shall be lawful and necessary for the Assured, their Factors, Servants and Assigns, to sue, labor and travel for, in, and about the defense, safeguard and recovery of the Vessel, or any part thereof, without prejudice to this insurance, to the charges whereof the Underwriters will contribute their proportion as provided below. And it is expressly declared and agreed that no acts of the Underwriters or Assured in recovering, saving or preserving the Vessel shall be considered as a waiver or acceptance of abandonment.

In the event of expenditure under the Sue and Labor clause, the Underwriters shall pay the proportion of such expenses that the amount insured hereunder bears to the Agreed Value, or that the amount insured hereunder (less loss and/or damage payable under this policy) bears to the actual value of the salvaged property, whichever proportion shall be less, provided always that their liability for such expenses shall not exceed their proportionate part of the Agreed Value.

If claim for Total Loss is admitted under this Policy and sue and labor expenses have been reasonably incurred in excess of any proceeds realized or value recovered, the amount payable under this Policy will be the proportion of such excess that the amount insured hereunder (without deduction for loss or damage) bears to the Agreed Value or to the source value of the Vessel at the time of the accident, whichever value was greater, provided always that Underwriters' liability for such expenses shall not exceed their proportionate part of the Agreed Value. The foregoing shall also apply to expenses reasonably incurred in salvaging or attempting to save the Vessel and other property to the extent that such expenses shall be regarded as having been incurred in respect of the Vessel.

全損

於確定船舶是否為推定全損，保險協議價額應作為修復後價值，且不予考慮船舶受損或拆廢或殘骸之價值。

除回復費用及修理費用超過保險協議價額，否則不得求償推定全損。為此決定時，僅考慮由單一事件或相同事件所致連續損害所發生或將發生之費用，但委付通知前所發生之費用不應予以考慮，其應依損害防阻條款單獨求償。

於全損時(實際全損或推定全損)，無論是否為委付通知，保險人均不求償運費。

於本保單承保期間遭受全損時，保險人無論如何均不負責未修理損害。

損害防阻

於發生任何損失或不幸時，被保險人及其代理人、受雇人及受讓人於不損及本保險之情形下，為或有關船舶之抗辯、防禦及回復依法且必須進行訴訟、工作及作業，對於其所發生之費用，保險人會分擔下列所規定之比例部份。且茲此明示宣告並協議一保險人或被保險人有關回復、拯救或保存船舶之任何行為均不得視為委付之放棄或接受。

本損害防阻條款有關之費用，保險人會支付保險金額對於保險協議價額之比例部份，或保險金額對於獲救財產之實際價值之比例部份，以兩者較低者；但保險人有關該費用之責任不應超過其對於保險協議價額之比例部份。

依本保單接受全損之求償，而所合理發生損害防阻費用超過任何可回復之殘值或價值，本保單應支付之金額應為保險金額(未扣減任何損失或損害)對於保險協議價額或船舶於事故當時之完好價值(採其價值較高者)之超額部份之比例；然保險人對於該費用之有關責任，不應超過保險協議價額之比例部份。前述情況同樣適用於為救助或企圖救助船舶或其他財產所合理發生之費用，然僅以該費用係為該船舶而發生者為限。

COLLISION LIABILITY

And it is further agreed that:

- (a) if the Vessel shall come into collision with any other ship or vessel, and the Assured or the Surety in consequence of the Vessel being at fault shall become liable to pay and shall pay by way of damages to any other person or persons any sum or sums in respect of such collision, the Underwriters will pay the Assured or the Surety, whichever shall have paid, such proportion of such sum or sums so paid as their respective subscriptions hereto bear to the Agreed Value, provided always that their liability in respect to any one such collision shall not exceed their proportionate part of the Agreed Value;
- (b) in cases where, with the consent in writing of a majority (in amount) of Hull Underwriters, the liability of the Vessel has been contested, or proceedings have been taken to limit liability, the Underwriters will also pay a like proportion of the costs which the Assured shall thereby incur or be compelled to pay.

When both vessels are to blame, then, unless the liability of the owners or charterers of one or both such vessels becomes limited by law, claims under the Collision Liability clause shall be settled on the principle of Cross-Liabilities as if the owners or charterers of each vessel had been compelled to pay to the owners or charterers of the other such vessels such one-half or other proportion of the latter's damages as may have been properly allowed in ascertaining the balance or sum payable by or to the Assured in consequence of such collision.

The principles involved in this clause shall apply to the case where both vessels are the property, in part or in whole, of the same owners or charterers, all questions of responsibility and amount of liability as between the two vessels being left to the decision of a single Arbitrator, if the parties can agree upon a single Arbitrator, or failing such agreement, to the decision of Arbitrators, one to be appointed by the Assured and one to be appointed by the majority (in amount) of Hull Underwriters interested; the two Arbitrators chosen to choose a third Arbitrator before entering upon the reference, and the decision of such single Arbitrator, or of any two of such three Arbitrators, appointed as above, to be final and binding.

Provided always that this clause shall in no case extend to any sum which the Assured or the Surety may become liable to pay or shall pay in consequence of, or with respect to:

- (a) removal or disposal of obstructions, wrecks or their cargoes under statutory powers or otherwise pursuant to law,
- (b) injury to real or personal property of every description;
- (c) the discharge, spillage, emission or leakage of oil, petroleum product, chemicals or other substances of any kind or description whatsoever;
- (d) cargo or other property on or the engagements of the Vessel.
- (e) loss of life, personal injury or illness.

Provided further that exclusions (b) and (c) above shall not apply to injury to other vessels or property thereon except to the extent

碰撞責任

雙方並此同意：

- (a) 當船舶與任何其他船舶發生碰撞，而被保險人或其保證人因船舶之過失而須負責支付或應支付損害賠償給任何其他人任何有關該碰撞之款項，於支付後，保險人會賠付被保險人或其保證人有關其於本款所支付之款項對於保險協議價額之比例部份，然有關任一碰撞事故之責任不應超過其有關保險協議價額之比例部份；
- (b) 經多數保險人(金額上)書面同意下，已進行船舶責任抗辯或採取責任限制之訴訟程序時，保險人亦同意支付被保險人為此所發生或被追支費用之類似比例部份。

如雙方船舶互有過失，則除一方或雙方船舶之船舶所有人或租傭船人之責任依法得主張限制，本碰撞責任條款之求償應依交互責任原則解決之，就如同一方船舶之船舶所有人或租傭船人應被迫支付他方船舶之船舶所有人或租傭船人一半或其他比率之損害賠償，而於業獲補償並確定被保險人有關該碰撞應收取或賠付之餘額或數額般。

本條款所涉原則應適用於雙方船舶之一部或全部同屬相同船舶所有人或租傭船人財產之情況，該雙方船舶間有關之所有義務問題及責任數額，於雙方同意單一仲裁人時，應提交單一仲裁人裁決，如未同意，則提交給一位為被保險人所指定，而另一位為多數保險人(依金額)所指定，而此兩位選任之仲裁人於開始審閱前擇定第三位仲裁人之多數仲裁人裁決之，而前述所指派之單一仲裁人或三位仲裁人中之二位所下之裁決為最後裁決並具拘束力。

然本條款無論如何均不包括被保險人或保證人因下列事項或與其有關而應負責賠付或應賠付之數額：

- (a) 依法律權力或其他法律事項而應將障礙物、殘骸或其貨物移除或處理；
- (b) 對於任何種類之不動產或個人財產之損害；
- (c) 油料、石化產品、化學或其他任何種類或類型物質之洩漏、溢流、排泄或滲漏；
- (d) 貨物或其他財產或船舶之使用約定；
- (e) 人命喪失、受傷或患病。

然前述 (b)及(c)之除外規定，不適用於對其他船舶或其上貨物之損害，然該損害係為避免、減輕或移除前述(c)所

that such injury arises out of any action taken to avoid, minimize or remove any discharge, spillage, emission or leakage described in (c) above.

PILOTAGE AND TOWAGE

This insurance shall not be prejudiced by reason of any contract limiting in whole or in part the liability of pilots, tugs, towboats, or their owners when the Assured or the agent of the Assured accepts such contract in accordance with established local practice.

Where in accordance with such practice, pilotage or towage services are provided under contracts requiring the Assured or the agent of the Assured:

(a) to assume liability for damage resulting from collision of the Vessel insured with any other ship or vessel, including the towing vessel, or

(b) to indemnify those providing the pilotage or towage services against loss or liability for any such damages,

it is agreed that amounts paid by the Assured or Surety pursuant to such assured obligations shall be deemed payments "by way of damages to any other person or persons" and to have been paid "in consequence of the Vessel being at fault" within the meaning of the Collision Liability clause in this Policy to the extent that such payments would have been covered if the Vessel had been legally responsible in the absence of any agreement. Provided always that in no event shall the aggregate amount of liability of the Underwriters under the Collision Liability clause, including this clause, be greater than the amount of any statutory limitation to which owners are entitled or would be entitled if liability under any contractual obligation referred to in this clause were included among the liabilities subject to such statutory limitations.

CHANGE OF OWNERSHIP

In the event of any change, voluntary or otherwise, in the Ownership or flag of the Vessel, or if the Vessel be placed under new management, or be chartered on a bareboat basis or requisitioned on that basis, or if the Classification Society of the Vessel or her class therein be changed, cancelled or withdrawn, then, unless the Underwriters agree thereto in writing, this Policy shall automatically terminate at the time of such change of ownership, flag, management, charter, requisition or classification, provided, however, that:

(a) if the Vessel has cargo onboard and has already sailed from her loading port, or is at sea in ballast, such automatic termination shall, if required, be deferred until arrival at final port of discharge if with cargo, or at port of destination if in ballast,

(b) in the event of an involuntary temporary transfer by requisition or otherwise, without the prior execution of a written agreement by the Assured, such automatic termination shall occur fifteen days after such transfer.

This insurance shall not inure to the benefit of any transferee or charterer of the Vessel and, if a loss payable hereunder should occur between the time of change or transfer and deferred automatic termination, the Underwriters shall be subrogated to all of the rights of the Assured against the transferee or charterer in

述任何洩漏、溢流、排泄或滲漏所致者除外。

引水及拖帶

於被保險人或被保險人之代理人依照業經確立之當地實務而接受某引水或拖帶契約時，本保險不應損及任何全部或一部得限制引水人、拖船、拖駁船或其所有人之責任之契約。

如依照該當地實務，依契約所提供之引水或拖帶服務要求被保險人或被保險人之代理人為下列事項時，本保險同意被保險人或其保證人為該責任承擔所支付之款項應視為「對於任何其他人或數人之損害賠償」之賠款，及如同無該任何協議般，承保船舶依法應負責任並為本保單碰撞責任條款所承保之賠款般「因承保船舶過失」而賠付：

(a) 承擔被保險船舶與任何其他船舶(包括拖船本身)發生碰撞時之損害賠償責任；或

(b) 補償提供引水或拖帶服務之人有關該損害賠償之損失或責任。

然無論任何情況，保險人於碰撞責任條款下(包括本條款)之責任總和，於參酌本條款所包括有關各責任間依據法定責任後，不應大於船舶所有人有權主張之任何法定責任限制或依任何契約義務得主張之責任。

船舶所有權變更

任何船舶所有權或懸旗之變更(無論自願與否)、或船舶更換新經理人、或以光船租船基礎出租或以相同基礎被徵用、或船舶之船級協會或其船級變更、被取消或撤回，則除保險人對此有書面同意外，本保單於船舶所有權、懸旗、經理、出租、徵用或船級協會變更之時自動終止，然下列事項除外：

(a) 船舶載貨在船並駛離其裝貨港或於海上空載航行時，一經請求，該自動終止得順延至到達最後港口(有載貨時)或目的港(為空載航行時)；

(b) 非自願性臨時被徵用而移轉或其他類似情況，而無被保險人事先書面協議時，自動終止於該移轉十五天後生效之。

本保險不承保船舶任何受讓人或租傭船人之利益，且於變更或移轉時與順延自動終止時之間有損失受款人條款之適用時，保險人取得被保險人對於受讓人或租傭船人可主張或向這些受

respect of all or part of such loss as is recoverable from the transferee or charterer, and in the proportion which the amount insured hereunder bears to the Agreed Value.

The term "new management" as used above refers only to the transfer of the management of the Vessel from one firm or corporation to another, and it shall not apply to any internal changes within the offices of the Assured.

ADDITIONAL INSURANCES

It is a condition of this Policy that no additional insurance against the risk of Total Loss of the Vessel shall be effected to operate during the currency of this Policy by or for account of the Assured, Owners, Managers, Operators or Mortgagees except on the interests and up to the amounts enumerated in the following Section (a) to (g), inclusive, and no such insurance shall be subject to P.P.I. F.I.A. or other like term on any interests whatever excepting those enumerated in Section (a), provided always and notwithstanding the limitation on recovery in the Assured clause a breach of this condition shall not afford the Underwriters any defense to a claim by a Mortgagee who has accepted this Policy without knowledge of such breach:

- (a) DISBURSEMENTS, MANAGERS' COMMISSIONS, PROFITS OR EXCESS OR INCREASED VALUE OF HULL AND MACHINERY, AND/OR SIMILAR INTERESTS HOWEVER DESCRIBED, AND FREIGHT (INCLUDING CHARTERED FREIGHT OR ANTICIPATED FREIGHT) INSURED FOR TIME. An amount not exceeding in the aggregate 25% of the Agreed Value.
- (b) FREIGHT OR HIRE UNDER CONTRACTS FOR VOYAGE. An amount not exceeding the gross freight or hire for the current cargo passage and next succeeding cargo passage (such insurance to include, if required, a preliminary and an intermediate ballast passage) plus the charges of insurance. In the case of a voyage charter where payment is made on a time basis, the amount shall be calculated on the estimated duration of the voyage, subject to the limitation of two cargo passages as laid down herein. Any amount permitted under this Section shall be reduced, as the freight or hire is earned by the gross amount so earned. Any freight or hire to be earned under the form of Charters described in (d) below shall not be permitted under this Section (b) if any part thereof is insured as permitted under said Section (d).]
- (c) ANTICIPATED FREIGHT IF THE VESSEL SAILS IN BALLAST AND NOT UNDER CHARTER. An amount not exceeding the anticipated gross freight on next cargo passage, such amount to be reasonably estimated on the basis of the current rate of freight at time of insurance, plus the charges of insurance. Provided, however, that no insurance shall be permitted by this Section if any insurance is effected as permitted under Section (b).
- (d) TIME CHARTER HIRE OR CHARTER HIRE FOR SERIES OF VOYAGES. An amount not exceeding 50% of the gross hire which is to be earned under the charter in a period not exceeding 18 months. Any amount permitted under this Section shall be reduced as the hire is earned under the charter by 50% of the gross amount so earned but, where the charter is

讓人或租傭船人可請求追償有關全部或部份損失之所有類型之權利，惟應依保險金額與保險協議價額比例分配之。

前述所使用「新經理」乙詞僅指將船舶經理權從一家企業或公司移轉到另外一家，而其不適用於被保險人公司內部之任何變動。

附加風險

除下列(a)至(g)項所規定之利益或其投保金額外，於本保單期間內，被保險人、經理人、營運人或抵押權人不得或為其投保船舶全損風險之任何附加保險為本保單之條件，且包括任何以保單證明利益、承認全部利益或除下列第(a)項所明定以外之任何利益之其他類似條款；然無論如何，抵押權人接受本保險而不知該違約情事時，保險人不得就其對被保險人違反本條件所得之追償限制為拒賠。

- (a) 費用、經理人佣金、利益或船體及機器之超額或增額價值，及或所說明之類似價值，及論時租船運費(包括租船運費或預期運費)。投保數額不得超過保險協議價額總和之百分之二十五。
- (b) 論航契約下之運費或租金。投保數額不得超過當程或次一航程(如經請求，可包括起初及中間之空載航程)之總運費或租金，加上保險費用。以論時基礎計算之航程備船，其投保金額應以其前兩航程為準所估計之航程期間計算之。本項認可之任何投保數額應扣減已賺得之總運費(如運費或租金已經賺得時)。任何依下列(d)項所賺得運費或租金之任何部份已依該(d)項認可而投保時，即不得依本項規定為保險。
- (c) 船舶空載航行而未租傭時之預期運費。投保數額不應超過下一載貨航程之預期總運費，該數額應基於保險當時之運費基礎估計之，加上保險費用。然而已依前述(b)項所認可而投保任何保險時，即不得依本項為保險。
- (d) 論時租船租金或連續航程租金。投保數額不應超過以不超過十八個月租傭期間可得賺取總租金之百分之五十。本項所認可之任何數額應將總運費百分之五十之範圍內已經依租傭契約賺取之租金扣減之，但

for a period exceeding 18 months, the amount insured need not be reduced while it does not exceed 50% of the gross hire still to be earned under the charter. An insurance permitted by this Section may begin on the signing of the charter.

- (e) **PREMIUMS.** An amount not exceeding the actual premiums of all interest insured for a period not exceeding 12 months (excluding premiums insured as permitted under the foregoing Sections but including, if required, the premium or estimated calls on any Protection and Indemnity or War Risks and Strikes Insurance) reducing pro rata monthly.
- (f) **RETURNS OF PREMIUM.** An amount not exceeding the actual returns which are recoverable subject to "and arrival" or equivalent provision under any policy of Insurance.
- (g) **INSURANCE IRRESPECTIVE OF AMOUNT AGAINST.** - Risks excluded by War, Strikes and Related Exclusions clause, risks enumerated in the American institute War Risks and Strikes Clauses; and General Average and Salvage Disbursements.

WAR STRIKES AND RELATED EXCLUSIONS

The following conditions shall be paramount and shall supersede and nullify any contrary provisions of the Policy.

This Policy does not cover any loss, damage or expense caused by, resulting from, or incurred as a consequence of:

- (a) Capture, seizure, arrest, restraint or detainment, or any attempt threat; or
- (b) Any taking of the Vessel. by requisition or otherwise, whether in time of peace or war and whether lawful or otherwise; or
- (c) Any mine, bomb or torpedo not carried as cargo on board the Vessel; or
- (d) Any weapons of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter. or
- (e) Civil war, revolution, rebellion, insurrection. or civil strife arising therefrom, or piracy; or
- (f) Strikes, lockouts, political or labor disturbances, civil commotions, riots. martial law military or usurped power; or
- (g) Malicious acts or vandalism, unless committed by the Master or Mariners and not excluded elsewhere under this War Strikes and Related Exclusions clause; or
- (h) Hostilities or warlike operations (whether there be a declaration of war or not) but this subparagraph (h) not to exclude collision or contact with aircraft, rockets or similar missiles. or with any fixed or floating object, or stranding, heavy weather, fire or explosion unless caused directly by a hostile act by or against a belligerent power which act is independent of the nature of the voyage or service which the Vessel concerned or, in the case of a collision. any other vessel involved therein, is performing. As used herein, "power" includes any authority maintaining, naval. military or air forces in association with a power.

租傭期間超過十八個月者，可投保數額無須將超過總運費百分之五十而依租傭契約已經賺取之部份扣減之。本項所認可之保險得自租傭契約簽訂時生效。

- (e) **保費。**投保數額不應超過以不超過十二個月期間所有利益投保之實際保費(不包括前述各項所認可之保險保費，然一經請求時，包括防護及補償或戰爭及罷工保險之保費或預估會費)，其投保數額按月比例扣減。
- (f) **保費退還。**投保數額不應超過任何保險保單依「及到達」或同等規定可請求回復之實際退還額。
- (g) **不論數額之保險。**戰爭、罷工及相關除外條款所除外之風險；美國協會戰爭風險及罷工條款所定明之風險；及共同海損及救助費用。

戰爭罷工及有關除外

下列條款應為至上規定，其優先並廢棄本保單任何與之不相一致之規定。

本保單不承保下列事項所致或所生之任何損失、毀損或費用：

- (a) 捕獲、扣押、假扣押、禁制或拘留或其任何企圖；或
- (b) 任何海上拿捕、徵用或其他類似情事，而無論是否於和平時期或戰爭時期及是否為合法與否；或
- (c) 非為船上貨物運載之水雷、炸彈或魚雷；或
- (d) 任何使用原子或核子分裂或融合或其他反應或放射力或現象之戰爭武器；或
- (e) 內戰、革命、暴動、叛亂、或因此而生之民變或海盜；或
- (f) 罷工、閉廠、政治或勞工紛爭、民亂、騷亂、戒嚴法、軍事或政變武力；或
- (g) 惡意或故意損害他人之行為，但不包括船長或海員所為，及為其他戰爭罷工及有關除外條款所除外不保之事項；或
- (h) 敵對或類戰行為(無論宣戰與否)，但本(h)項不排除與飛航器、火箭或類似投射武器、或其他固定或浮動物體間之碰撞或碰觸，或擱淺、惡劣天候、火災或爆炸，除非其為交戰團體相互間之敵對行為為係為相關船舶或於碰撞情況下，為任何涉及之其他船舶所進行之航程或服務而具獨立性質者。此項所使用「武力」一詞，包括協同該武力之任何當局之補給、海、陸、空軍武力。如於本保單以批單方式附加投保本條

If war risks or other risks excluded by this clause are hereafter insured by endorsement on this Policy, such endorsement shall supersede the above conditions only to the extent that the terms of such endorsement are inconsistent therewith and only while such endorsement remains in force.

款所除外之戰爭風險或其它風險，就該批單與此不相一致之範圍，及該保單持續有效之期間內優先於前述條件。