

美國協會增值及超額責任條款

(June 3, 1977)

AMERICAN INSTITUTE INCREASED VALUE AND EXCESS LIABILITIES CLAUSES

(June 3, 1977)

AIHC IV 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

被保險人

This Policy insures hereinafter referred to as the Assured.

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。

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.

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、承租備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。

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.

對於被保險人或其代理人依照當地既定實務接受任何全部或一部限制引水人、拖船、拖駁或其所有人責任之契約，均不得損及本保單。

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.

LOSS PAYEE

損失受款人

Loss, if any, payable to or order.

於有約定時，損失應支付給_____ 或其指定之人。

Provided, however, Underwriters shall pay claims to others as set forth in the Collision Liability clause and may make direct payment

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

to persons providing security for the release of the Vessel in Salvage cases.

於救助案件中提供擔保以使船舶釋放之人。

ON INCREASED VALUE AND EXCESS LIABILITIES of the Vessel called the _____ (or by whatsoever name or names the said Vessel is or shall be called.)

於船舶_____ (或稱或應稱某名或數船名)之**增值價值及超額責任**。

AMOUNT INSURED HEREUNDER

保險金額

_____元。

_____元。

DURATION OF RISK

風險期間

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

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

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.

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。

PREMIUM

保險費

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.

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。

RETURNS OF PREMIUM

保費退還

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

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

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 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.

COVERAGE

This insurance covers only:

(1) TOTAL LOSS (ACTUAL OR CONSTRUCTIVE) OF THE VESSEL, directly caused by Perils of the Seas, Men-of-War, Fire, Lighting, Earthquake, Enemies, Pirates, Rovers, Assailing Thieves, Jettisons, Letters of Mart and Counter-Mart,

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、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。

風險承保

本保險僅承保：

(1) **船舶全損(實際或推定)**：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、拿捕、扣押、任何之君

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. It shall also cover Total Loss (actual or constrictive) 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 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 be considered Owners within the meaning of this clause should they hold shares in the Vessel.

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.

In ascertaining whether the Vessel is a constructive Total Loss the Agreed Value in the policies on Hull and Machinery 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 the policies on Hull and Machinery. 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 said policies.

Provided that the policies on Hull and Machinery contain the above clauses with respect to the method of ascertaining whether the Vessel is a constructive Total Loss (or clauses having a similar

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直接造成損傷、傷害或損害，然無論如何，前述風險得於本保險或經由批註單條款之方式予以除外不保。本保單亦承保下列原因所致之船舶全損(實際或推定)：

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、架塢或浮塢或在其期間之意外；

船上或其他地方爆炸；

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，但該租傭船人及或修理人非為本保單之被保險人者為限；

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。

依據本保單條款，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汙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中任何人欠缺對於防止或減輕該危險或其威脅之適當注意所致。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。

於確定船舶是否推定全損，船體及機器保單之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。

除非回復費用及修理費用超過船體及機器保單之保險協議價額，否則不得求償推定全損。於作此決定時，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，其應依該保單損害防阻條款單獨求償。

但如船體及機器保單訂有確定船舶是否已經推定全損方式之條款(或具有類似效果之條款)，該船體及機器保單全損

effect), the settlement of a claim for Total Loss under the policies in Hull and Machinery shall be accepted as proof of the Total Loss of the Vessel under this Policy; and in the event of a claim for Total Loss being settled under the policies on Hull and Machinery as a compromised total loss, the amount payable hereunder shall be the same percentage of the amount hereby insured as the percentage paid on the amount insured under said policies.

Should the Vessel be a constructive Total Loss but the claim on the policies on Hull and Machinery be settled as a claim for partial loss, no payment shall be due under this Section (1).

Full interest admitted: the Policy being deemed sufficient proof of interest.

In the event of Total Loss, the Underwriters waive interest in any proceeds from the sale or other disposition of the Vessel or wreck.

(2) **GENERAL AVERAGE AND SALVAGE** not recoverable in full under the policies on Hull and Machinery by reason of the difference between the Agreed Value of the Vessel as stated therein (or any reduced value arising from the deduction therefrom in process if adjustment of any claim which law or practice or the terms of the policies covering Hull and Machinery may have required) and the value of the Vessel adopted for the purpose of contribution to General Average or Salvage, the liability under this Policy being for such proportion of the amount not recoverable as the amount insured hereunder bears to the said differences or to the total amount insured against excess liabilities if it exceed such difference.

(3) **SUE AND LABOR CHARGES** not recoverable in full under the policies on Hull and Machinery by reason of the difference between the Agreed Value of the Vessel as stated therein (or any reduced value arising from the deduction therefrom of any claim which the terms of the policies covering Hull and Machinery may have required) and the value of the Vessel adopted for the purpose of ascertaining the amount recoverable under the policies on Hull and Machinery, the liability under this Policy being for such proportion of the amount not recoverable as the amount insured hereunder bears to the said differences or to the total amount insured against excess liabilities if it exceed such difference.

(4) **COLLISION LIABILITY** (Including Costs) not recoverable in full under the Collision Liability clause (including the Pilotage and Towage extension) in the policies on Hull and Machinery by reason of such liability exceeding the Agreed Value of the Vessel as stated therein, in which case the amount recoverable under this Policy shall be such proportion of the difference so arising as the amount hereby insured to the total amount insured against excess liabilities.

Underwriters' liability under (1), (2), (3) and (4) is separate and shall not exceed the amount insured hereunder in any one section in respect of any one claim.

NOTICE OF CLAIM

When it becomes evident that any accident or occurrence could give rise to a claim under this Policy, prompt notice thereof shall be given to the Underwriters.

CHANGE OF OWNERSHIP

之解決應被接受作為本保單全損之證明；且如該船體及機器保單係以協議全損方式解決全損求償，本保單應支付之數額應與該保單保險價額與投保金額之同樣比例處理之。

如船舶為推定全損，然船體及機器保單係以分損解決時，即不得依本(1)項為支付。

承認全額利益：本保單視為有足額利益之證明。

於全損時，本保險人放棄船舶或殘骸出售或其他處置之任何殘存利益。

(2) **共同海損及救助**：因船體及機器保單上之船舶保險價額(或由於求償理算過程中由於依據有關該船體及機器保單所適用之法律或實務而必須扣減之扣減後價值)與為共同海損後救助分擔目的所適用之船舶價值間之差額而無法自該船體及機器保單足額求償之共同海損及救助，本保單責任僅限於該保險價額相對於該差額之比例部分，或如總投保金額超過該差額時，總投保金額對於該超額責任之比例部分。

(3) **損害防阻費用**：由於船體及機器保單上之船舶保險價額(或由於求償理算過程中由於依據有關該船體及機器保單必須扣減之扣減後價值)與該保單為確認可求償金額所適用之船舶價值間之差額而無法自該船體及機器保單足額求償之款項，本保單責任僅限於該保險價額相對於該差額之比例部分，或如總投保金額超過該差額時，總投保金額對於該超額責任之比例部分。

(4) **碰撞責任(包括成本)**：由於船體及機器保單之碰撞責任條款(包括引水及拖帶加保)之責任超過其上所約定之船舶保險價額而無法足額求償之部分，與此情況下，本保單可求償之數額應為總投保價額所投保之金額相對於超額責任間差額之比例部分。

保險人對於第(1)、(2)、(3)及(4)項之責任係屬分別責任，任一項下之任一求償不應超過投保金額。

求償通知

對於可能造成本保單求償之任何事件或事故成為明確時，應立即通知保險人。

船舶所有權變更

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 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.

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

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。

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

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.

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.

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。