

共同海損費用條款 (B)

(僅能與新海上保單格式並用)

本條款業經海損理算師協會及倫敦保險人協會同意

AVERAGE DISBURSEMENTS CLAUSES (B)

(For Use Only with The New Marine Policy Form)

Agreed by the Association of Average Adjusters and the Institute of London Underwriters

ADC (B)

1. ASSURED

This insurance is effected for account of all parties concerned in the property and freight at risk as interest may appear.

2. DURATION

2.1 This insurance shall attach as the disbursements costs and charges specified in Clause 4 are incurred or as liability for advancing such disbursements costs and charges is incurred.

Provided that no risk shall attach in respect of loss or damage to the property and freight at risk occurring prior to the agreed time of attachment as stated herein.

2.2 This insurance shall continue until termination of the common maritime adventure in accordance with the provisions for General Average in the contract of affreightment or in the absence of such provision in accordance with the governing law and practice.

Provided that in the event of discharge, reshipment, transshipment, delay or forwarding by any other vessel, craft or conveyance, prompt notice shall be given to the Underwriters and an additional premium agreed if required.

3. DEVIATION OR CHANGE OF VOYAGE

3.1 This vessel for forwarding vessel or craft has leave to call at any ports or places in order for any purpose whatsoever and to dry dock with or without cargo on board.

3.2 Held covered subject to prompt notice and to a reasonable additional premium if required in the event of a change of voyage.

1. 被保險人

本保險係為處於風險而可能產生利益之財物及運費之所有相關當事人而生效。

2. 保險期間

2.1 於發生本保單第4條所訂明之共同海損費用、成本及花費或為預付該共同海損費用、成本及花費而發生責任時，本保單適用之。

但於本保單協議之生效期間開始前，有關處於風險之財物及運費已發生之損失或損害之風險則不適用之。

2.2 依照運送契約之共同海損條款，或如無該條款時，則依照管轄法律及實務，本保險應繼續至共同海事冒險終了之時。

但如有卸貨、再裝船、轉船、遲延或經由任何其他船舶、小艇或運輸工具轉運時，應立即通知保險人並應同意所要求之額外保費。

3. 變更或偏離航程

3.1 已開航之船舶或轉運之船舶或小艇停靠任何港口，無論為任何目的或是否攜貨進塢。

3.2 於變更航程，且立即通知並同意其所要求之額外合理保費時，則續保之。

4. SUBJECT-MATTER INSURED

This insurance is in respect of general average disbursement and salvage and salvage charges inclusive of costs.

5. AMOUNT INSURED

- 5.1 The insurable value of the subject-matter shall be the amount finally ascertained in respect of the disbursement costs and charges described in Clause 4 plus the charges of insurance thereon.
- 5.2 The insurance shall be opened for the estimated amount of such disbursements costs and charges at the inception of the risk. If found to be deficient this may be increased by not more than 25% subject to a pro rata additional premium.
- 5.3 If the amount provisionally insured in accordance with Clause 5.2 exceeds the insurable value as defined in Clause 5.1 a pro rata return of premium shall be allowed.

6. COVER

- 6.1 Except as provided in Clause 11 and subject to the provisions of Clause 7 this insurance covers extinction or reduction of the contributory value of the property and freight at risk arising from
 - 6.1.1 the risk of loss of or damage to such property or freight
 - 6.1.2 special charges or other expense incurred to avert or minimize such loss or damage
 - 6.1.3 contributions to any subsequent General Average
 - 6.1.4 damage or injury to third parties during the period of this insurance.
- 6.2 Contributory values to be calculated in accordance with the provisions for General Average in the contract of affreightment or in the absence of such provisions in accordance with the governing law and practice.

7. MEASURE OF INDEMNITY

In the event of loss covered by this insurance the measure of indemnity shall be

- 7.1 Where there are no contributory values, the amount insured
- 7.2 Where the contributory values calculated in accordance with Clause 6.2 are less than the total of the disbursements costs and charges described in Clause 4, such proportion of the insurable value as the deficiency bears to the total of the disbursements costs and charges.
If the total of the disbursements costs and charges is not fully insured hereunder the amount payable shall be reduced in proportion to the under-insurance.

4. 保險標的

本保險為有關共同海損費用及救助，及包括訴訟成本在內之救助費用。

5. 保險金額

- 5.1 保險標的之可保價額應為依第 4 條所敘述有關之費用成本及花費加上其保險費用後，最後所確定之數額。
- 5.2 本保險應以風險開始時，該費用成本及花費之估計數額。如有不足，其得以比例額外保費，而增加投保不超過百分之二十五之數額。
- 5.3 如依照第 5.2 條所暫時投保之數額超過第 5.1 條所定義之可保數額時，應准予比例退還保費。

6. 承保風險

- 6.1 除第 11 條之規定外，並依據第 7 條之規定，本保險承保下列處於風險之財物及運費分擔價值之全無或減損：
 - 6.1.1 對於該財物或運費損失或損害之風險
 - 6.1.2 特別費用或其他為避免或減輕該損失或損害所發生費用
 - 6.1.3 對於嗣後發生任何共同海損之分擔
 - 6.1.4 於本保險期間對第三人有所損害或傷害
- 6.2 應依照運送契約之共同海損條款，或如無該條款時，則依據管轄法律及實務計算分擔價值。

7. 補償額

一旦發生本保險所承保之損失，補償額應為：

- 7.1 如無分擔價值時，為保險金額
- 7.2 如依第 6.2 條計算之分擔價值低於第 4 條所規定之費用成本及花費總額時，該不足額之可保價值相對於海損費用成本及花費總額之比例部份。
如海損費用成本及花費總額並未完全投保，則應支付之數額為以不足額保險扣減之比例部份。

8. SEAWORTHINESS

Seaworthiness and fitness of vessel, containers, craft and conveyances for the safe carriage of the cargo is admitted.

9. BENEFIT OF INSURANCE

This insurance is without benefit of any other insurance.

10. LAW AND PRACTICE

This insurance is subject to English law and practice.

The following clause shall be Paramount and shall override anything in this insurance inconsistent therewith.

11. EXCLUSION

This insurance excludes any claim arising from

11.1 wilful misconduct of the Assured but this exclusion shall not defeat a claim hereunder by an innocent Assured

11.2 the risks excluded by Clause 6 of the Institute Cargo Clause (A) 1/1/82, except to the extent that such risks are covered by the Institute War Clauses (Cargo) 1/1/82.

8. 適航性

承認貨物安全運載之船舶、貨櫃、小艇及運送工具之適航性及適載性。

9. 保險利益

本保險不得為任何其他保險之利益。

10. 法律及實務

本保險應依英國法律及習慣。

下列條款誠屬至上，並優先適用於本保險任何與之相左之規定。

11. 除外不保事項

下列所致之任何求償，本保險除外不保：

11.1 被保險人之故意不當行為，但本除外規定不應使無辜被保險人之求償無效。

11.2 協會貨物條款(A)1/1/82 第 6 條所除外之風險，但協會戰爭條款(貨物)-1/1/82 所承保之風險範圍除外。