

1969年油污損害民事責任國際公約

1969年11月29日 布魯塞爾，1975年6月19日生效

International Convention on Civil Liability for Oil Pollution Damage

Brussels, 29 November, 1969 ; Entered into Force on 19 June, 1975

CLC 1969

The States Parties to the present Convention,
Conscious of the dangers of pollution posed by the worldwide maritime carriage of oil in bulk,
Convinced of the need to ensure that adequate compensation is available to persons who suffer damage caused by pollution resulting from the escape or discharge of oil from ships,
Desiring to adopt uniform international rules and procedures for determining questions of liability and providing adequate compensation in such cases,
Have agreed as follows:

Article I

For the purposes of this Convention:

1. "Ship" means any sea-going vessel and any seaborne craft of any type whatsoever, actually carrying oil in bulk as cargo.
2. "Person" means any individual or partnership or any public or private body, whether corporate or not, including a State or any of its constituent subdivisions.
3. "Owner" means the person or persons registered as the owner of the ship or, in the absence of registration, the person or persons owning the ship. However in the case of a ship owned by a State and operated by a company which in that State is registered as the ship's operator, "owner" shall mean such company.
4. "State of the ship's registry" means in relation to registered ships the State of registration of the ship, and in relation to unregistered ships the State whose flag the ship is flying.
5. "Oil" means any persistent oil such as crude oil, fuel oil, heavy diesel oil, lubricating oil and whale oil, whether carried on board a ship as cargo or in the bunkers of such a ship.
6. "Pollution damage" means loss or damage caused outside the ship carrying oil by contamination resulting from the escape or discharge of oil from the ship, wherever such escape or discharge may occur, and includes the costs of preventive measures and further loss or damage caused by preventive measures.
7. "Preventive measures" means any reasonable measures taken by

本公約締約國，
鑑於全球性海上運載散裝油料引起污損之危險，
確認此種船舶所洩漏或排出之油料所造成之污染損害，有必要對受害者給予適當賠償，
期欲訂立統一國際法規及程序，俾在前述情況發生時能決定責任問題，並提供合理之賠償，
爰經協議如次：

第 1 條

為本公約目的：

1. "船舶"指實際運載散裝貨油料之海上航行之船舶及海上任何類型之運輸工具。
2. "人"指任何個人、合夥、或不論是否為法人之任何公民營團體。包括國家或其所屬之任何組成部門。
3. "所有人"指登記船舶為其所有人之一人或數人，或未經登記者，則指擁有該船舶之一人或數人。如船舶為國家所有，然於該國登記為營運人之公司營運者，所有人為該公司。
4. "船舶登記國"對已登記之船舶言，指其船籍國；對未登記之船舶言，指該船舶已懸掛其國旗之國家。
5. "油料"指任何具有持續性之油料，如原油、燃料油、重柴油、潤滑油及鯨油。不論該油係作為船貨運載或在燃油艙內均屬之。
6. "污損"指由船舶所洩漏或排出之油料離船後造成污染所生之損失或損害，該損失或損害包括防止措施之費用及因該防止措施所造成之損失或損害。
7. "防止措施"指事故發生後，為防止或

any person after an incident has occurred to prevent or minimize pollution damage.

8. "Incident" means any occurrence, or series of occurrences having the same origin, which causes pollution damage.
9. "Organization" means the Inter-Governmental Maritime Consultative Organization.

Article II

This Convention shall apply exclusively to pollution damage caused on the territory including the territorial sea of a Contracting State and to preventive measures taken to prevent or minimize such damage.

Article III

1. Except as provided in paragraphs 2 and 3 of this Article, the owner of a ship at the time of an incident, or where the incident consists of a series of occurrences at the time of the first such occurrence, shall be liable for any pollution damage caused by oil which has escaped or been discharged from the ship as a result of the incident.
2. No liability for pollution damage shall attach to the owner if he proves that the damage:
 - (a) resulted from an act of war, hostilities, civil war, insurrection or a natural phenomenon of an exceptional, inevitable and irresistible character, or
 - (b) was wholly caused by an act or omission done with intent to cause damage by a third party, or
 - (c) was wholly caused by the negligence or other wrongful act of any Government or other authority responsible for the maintenance of lights or other navigational aids in the exercise of that function.
3. If the owner proves that the pollution damage resulted wholly or partially either from an act or omission done with intent to cause damage by the person who suffered the damage or from the negligence of that person, the owner may be exonerated wholly or partially from his liability to such person.
4. No claim for compensation for pollution damage shall be made against the owner otherwise than in accordance with this Convention. No claim for pollution damage under this Convention or otherwise may be made against the servants or agents of the owner.
5. Nothing in this Convention shall prejudice any right of recourse of the owner against third parties.

Article IV

When oil has escaped or has been discharged from two or more ships, and pollution damage results therefrom, the owners of all the ships concerned, unless exonerated under Article III, shall be jointly and severally liable for all such damage which is not reasonably separable.

Article V

減少污損，任何人所採取之合理措施。

8. "事故"指任何具有同一來源足致污損之事件或一系列之事件。
9. "本組織"指政府間海事諮詢組織。

第 2 條

本公約僅適用於締約國領域包括領海在內之污損及為防止或減少損害之防止措施。

第 3 條

1. 除本條第 2 項及第 3 項規定者外，船舶所有人於事故發生時，或於一系列事故中首次事故發生時，如其船舶洩漏或排出之油所造成之污損為該事故之結果者，即應對是項污損負責。
2. 船舶所有人如能舉證證明損害為下列事項所致者，則不負污損責任：
 - (a) 損害係因戰爭行為、敵對行為、內戰、暴亂、或因特殊無法避免不可抗力之意外自然現象所致；
 - (b) 損害完全係因第三者故意作為或不作為所致；
 - (c) 損害完全係因負有維護航行、燈光或其他導航設施責任之政府或其他主管機關於執行其任務時之過失或錯誤行為所致。
3. 如船舶所有人證明污損之全部或部分係因受害者故意之作為或不作為或過失所致者，船舶所有人得被免除其對該受害人全部或一部分之賠償責任。
4. 污損賠償除依本公約規定外，不應向船舶所有人請求之。污損賠償之請求不得依本公約或其他規定向船舶所有人之代理人或其受僱人為之。
5. 本公約之任何規定不得妨礙船舶所有人對第三人之任何追償請求權。

第 4 條

當二艘或二艘以上的船舶洩漏或排出油料致造成污損時，如是項污損無法合理分辨係由何艘船舶所致，所有之船舶所有人，除具有第 3 條免責原因外，應負連帶賠償責任。

第 5 條

1. The owner of a ship shall be entitled to limit his liability under this Convention in respect of any one incident to an aggregate amount of 2,000 francs for each ton of the ship's tonnage. However, this aggregate amount shall not in any event exceed 210 million francs.
 2. If the incident occurred as a result of the actual fault or privity of the owner, he shall not be entitled to avail himself of the limitation provided in paragraph 1 of this Article.
 3. For the purpose of availing himself of the benefit of limitation provided for in paragraph 1 of this Article the owner shall constitute a fund for the total sum representing the limit of his liability with the Court or other competent authority of any one of the Contracting States in which action is brought under Article IX. The fund can be constituted either by depositing the sum or by producing a bank guarantee or other guarantee, acceptable under the legislation of the Contracting State where the fund is constituted, and considered to be adequate by the Court or another competent authority.
 4. The fund shall be distributed among the claimants in proportion to the amounts of their established claims.
 5. If before the fund is distributed the owner or any of his servants or agents or any person providing him insurance or other financial security has as a result of the incident in question, paid compensation for pollution damage, such person shall, up to the amount he has paid, acquire by subrogation the rights which the person so compensated would have enjoyed under this Convention.
 6. The right of subrogation provided for in paragraph 5 of this Article may also be exercised by a person other than those mentioned therein in respect of any amount of compensation for pollution damage which he may have paid but only to the extent that such subrogation is permitted under the applicable national law.
 7. Where the owner or any other person establishes that he may be compelled to pay at a later date in whole or in part any such amount of compensation, with regard to which such person would have enjoyed a right of subrogation under paragraphs 5 or 6 of this Article, had the compensation been paid before the fund was distributed, the Court or other competent authority of the State where the fund has been constituted may order that a sufficient sum shall be provisionally set aside to enable such person at such later date to enforce his claim against the fund.
 8. Claims in respect of expenses reasonably incurred or sacrifices reasonably made by the owner voluntarily to prevent or minimize pollution damage shall rank equally with other claims against the fund.
 9. The franc mentioned in this Article shall be a unit consisting of sixty-five and a half milligrams of gold of millesimal fineness nine hundred. The amount mentioned in paragraph 1 of this Article shall be converted into the national currency of the State in which the fund is being constituted on the basis of the official value of that currency by reference to the unit defined above on the date of the constitution of the fund.
 10. For the purpose of this Article the ship's tonnage shall be the net tonnage of the ship with the addition of the amount deducted from the gross tonnage on account of engine room space for the purpose of ascertaining the net tonnage. In the case of a ship which cannot be measured in accordance with the normal rules
1. 於本公約適用範圍內，船舶所有人有權限制其賠償責任，對每一事故之計算，依船舶噸位，每噸不超過 2,000 法郎為限，然於任何情況下，其合計總額應不超過 210 百萬法郎。
 2. 損害之發生如係因船舶所有人故意作為或實際過失所致，船舶所有人無權主張本條第 1 項之責任限制。
 3. 船舶所有人依第 9 條規定向任何一締約國之法院或其他主管機關以主張本條第 1 項規定之責任限制時，應向該法院或其他主管機關設立一足以代表其責任限制全部金額之基金。該基金得以存放現金或以銀行保證，或其他擔保方式設立之。該基金之設立方式應得到基金設立地締約國法律之認可及其法院或其他主管機關認為適當為準。
 4. 基金應依所有求償人各別求償之總額，比例分配之。
 5. 基金分配前，船舶所有人或其任何受僱人或代理人，或其他對該所有人提供保險，或其他財務擔保之任何人，就有關事故業已就污損支付賠償者，則該人應就其支付數額之限額內依本公約規定請求享有代位求償之權利。
 6. 本條第 5 項規定之代位求償權利亦得由該項所指以外之任何人就其為污損支付之賠償額行使之，惟以該項代位求償權利不得逾越該國法律規定為限。
 7. 船舶所有人或其他任何人確認其日後可能被迫給予該污損賠償額之全部或一部時，而依本條第 5 項或第 6 項之規定享有代位求償權利，如於基金分配前業已給付賠償者，基金設立國之法院或其他主管機關得命令暫時由基金中撥出足夠款額，以供日後該人對該基金強制求償。
 8. 船舶所有人為防止或減少污損自願花費之合理費用，或自願所作出之合理犧牲，與其他之求償對於基金享有同等請求償還權利。
 9. 本條所稱之法郎，為每單位含有千分之九百純金六十五點五公絲。本條第 1 項所稱之總額，應依基金設立國通行貨幣之價值並參照本項規定之計算單位，以基金設立日為基準，換算成該國之貨幣。
 10. 為本條適用之目的，船舶噸位應為船舶之淨噸位再加上機艙空間之噸位。該機艙空間噸位應為計算淨噸位時由總噸位中予以扣除。如船舶不依一般噸位丈量規則丈量時，上開船舶

of tonnage measurement, the ship's tonnage shall be deemed to be 40 per cent of the weight in tons (of 2240 lbs) of oil which the ship is capable of carrying.

11. The insurer or other person providing financial security shall be entitled to constitute a fund in accordance with this Article on the same conditions and having the same effect as if it were constituted by the owner. Such a fund may be constituted even in the event of the actual fault or privity of the owner but its constitution shall in that case not prejudice the rights of any claimant against the owner.

Article VI

1. Where the owner, after an incident, has constituted a fund in accordance with Article V, and is entitled to limit his liability,
 - (a) no person having a claim for pollution damage arising out of that incident shall be entitled to exercise any right against any other assets of the owner in respect of such claim;
 - (b) the Court or other competent authority of any Contracting State shall order the release of any ship or other property belonging to the owner which has been arrested in respect of a claim for pollution damage arising out of that incident, and shall similarly release any bail or other security furnished to avoid such arrest.
2. The foregoing shall, however, only apply if the claimant has access to the Court administering the fund and the fund is actually available in respect of his claim.

Article VII

1. The owner of a ship registered in a Contracting State and carrying more than 2,000 tons of oil in bulk as cargo shall be required to maintain insurance or other financial security, such as the guarantee of a bank or a certificate delivered by an international compensation fund, in the sums fixed by applying the limits of liability prescribed in Article V, paragraph 1 to cover his liability for pollution damage under this Convention.
2. A certificate attesting that insurance or other financial security is in force in accordance with the provisions of this Convention shall be issued to each ship. It shall be issued or certified by the appropriate authority of the State of the ship's registry after determining that the requirements of paragraph 1 of this Article have been complied with. This certificate shall be in the form of the annexed model and shall contain the following particulars:
 - (a) name of ship and port of registration;
 - (b) name and principal place of business of owner;
 - (c) type of security;
 - (d) name and principal place of business of insurer or other person giving security and, where appropriate, place of business where the insurance or security is established;
 - (e) period of validity of certificate which shall not be longer than the period of validity of the insurance or other security.

噸位應以其所能載油之重量噸(每噸 2,240 磅)之百分之四計算之。

11. 保險人或其他提供財務擔保之人，依本條規定，有權以相同條件設立基金，該基金與船舶所有人設立者具有同一效力，縱其損害係由船舶所有人之實際過失或故意造成者，亦得設立該項基金。然該基金之設立不得損及任何求償人得向船舶所有人主張之任何權利。

第 6 條

1. 船舶所有人依第 5 條規定設立基金並於事故發生後，有權限制責任時：
 - (a) 該污損事故遭受損害之求償人，不得就該項求償對船舶所有人之其他財產行使任何請求；
 - (b) 因該事故造成之污損賠償要求而遭假扣押者，任何締約國之法院或其他主管機關應予以釋放或發還屬於船舶所有人之任何船舶或其他財產。對於因避免假扣押而提供之保釋金或其他擔保品，亦應予以發還。
2. 前項規定僅於求償人向該基金之管轄法院提出及該基金對於其請求而言確屬有效時始得適用之。

第 7 條

1. 船舶所有人以其船舶於任一締約國內註冊並為 2,000 噸以上散裝油為貨載者，必須安排保險或提供其他財務擔保，如銀行擔保或國際賠償基金開具之擔保證明，其總額不得低於本公約第 5 條第 1 項所規定之污損責任限制額，以保障其因本公約規定所生之賠償責任。
2. 船舶依本公約規定為有效之保險或其他財務擔保者，應簽發證書以資證明。船籍國有關主管機關於審查船舶所有人已符合本條第 1 項規定後，應簽發或簽證該證書。該證書應依本公約附件格式作成並記載下列事項：
 - (a) 船名及船籍港；
 - (b) 船舶所有人姓名及其主營業所所在地之名稱；
 - (c) 保證類型；
 - (d) 保險人或其他擔保人之姓名及其主營業所所在地之名稱，並應記載訂立保險或提供擔保之所在地；
 - (e) 證書之效期；不得超過保險或其他擔保之有效期間。

3. The certificate shall be in the official language or languages of the issuing State. If the language used is neither English nor French, the text shall include a translation into one of these languages.
 4. The certificate shall be carried on board the ship and a copy shall be deposited with the authorities who keep the record of the ship's registry.
 5. An insurance or other financial security shall not satisfy the requirements of this Article if it can cease, for reasons other than the expiry of the period of validity of the insurance or security specified in the certificate under paragraph 2 of this Article, before three months have elapsed from the date on which notice of its termination is given to the authorities referred to in paragraph 4 of this Article, unless the certificate has been surrendered to these authorities or a new certificate has been issued within the said period. The foregoing provisions shall similarly apply to any modification which results in the insurance or security no longer satisfying the requirements of this Article.
 6. The State of registry shall, subject to the provisions of this Article, determine the conditions of issue and validity of the certificate.
 7. Certificates issued or certified under the authority of a Contracting State shall be accepted by other Contracting States for the purposes of this Convention and shall be regarded by other Contracting States as having the same force as certificates issued or certified by them. A Contracting State may at any time request consultation with the State of a ship's registry should it believe that the insurer or guarantor named in the certificate is not financially capable of meeting the obligations imposed by this Convention.
 8. Any claim for compensation for pollution damage may be brought directly against the insurer or other person providing financial security for the owner's liability for pollution damage. In such case the defendant may, irrespective of the actual fault or privity of the owner, avail himself of the limits of liability prescribed in Article V, paragraph 1. He may further avail himself of the defences (other than the bankruptcy or winding up of the owner) which the owner himself would have been entitled to invoke. Furthermore, the defendant may avail himself of the defence that the pollution damage resulted from the wilful misconduct of the owner himself, but the defendant shall not avail himself of any other defence which he might have been entitled to invoke in proceeding brought by the owner against him. The defendant shall in any event have the right to require the owner to be joined in the proceeding.
 9. Any sums provided by insurance or by other financial security maintained in accordance with paragraph 1 of this Article shall be available exclusively for the satisfaction of claims under this Convention.
 10. A Contracting State shall not permit a ship under its flag to which this Article applies to trade unless a certificate has been issued under paragraph 2 or 12 of this Article.
 11. Subject to the provisions of this Article, each Contracting State shall ensure, under its national legislation, that insurance or other security to the extent specified in paragraph 1 of this Article is in force in respect of any ship, wherever registered, entering or leaving a port in its territory, or arriving at or leaving
3. 證書應以簽發國官方之一種或多種文字為之。如非以英文或法文為之，證書正文應包含有英文或法文之譯文。
 4. 證書應備置於船上，並應將副本存放於主管該船舶登記之機關。
 5. 保險或其他財務擔保，除依本條第 2 項簽發之證書所載有效期間屆滿為由或以其他理由向本條第 4 項規定之機關通知終止，其效力之日起 3 個月內終止其效力外，不應認係已符合本條規定之保險或財務擔保，然於上述期間內已向主管機關表示終止或已另發新證書者不在此限。保險或其他財務擔保之任何變更不能符合本條規定者，本項規定亦適用之。
 6. 船籍國應依本條規定自行決定證書之簽發條件及其有效期間。
 7. 經任一締約國授權簽發或證明之證書，基於本公約之目的，其他締約國應予以接受，並應視為與各該政府所簽發或簽證之證書具有同等效力。任一締約國如認為證書上之保險人或擔保人在財務上無法履行本公約所規定之義務時，得於任何期間請求與船籍國諮商。
 8. 污損求償得直接向保險人或對船舶所有人提供有關污損賠償責任之其他財務擔保人為之。於此情況下，不論船舶所有人係屬實際過失或故意，被告均得主張第 5 條第 1 項之責任限制，並得進而主張船舶所有人所得主張之抗辯事由(破產或結束業務除外)。此外，被告得以污損之造成係由船舶所有人故意行為所致為抗辯。然於船舶所有人對之提起之訴訟程序進行中，不得引用或許可得主張之其他任何抗辯。被告於訴訟程序進行中有權要求船舶所有人參加訴訟。
 9. 依本條第 1 項提供之保險或其他財務擔保之金額，僅得供依本公約所為之求償之用。
 10. 除依本條第 2 項或第 12 項規定已簽發證書者外，任一締約國不應允許懸掛其國旗之船舶適用本條規定從事貿易。
 11. 依本條之規定，任一締約國應依其國內法，對進出其領域各港口或到離其領海內各離岸終端站之任何國籍載有 2,000 噸以上散裝貨油之船舶，確保已依本條第 1 項所述範圍為有效之