

國際船體條款 (01/11/03)

(僅與新海上保單格式一起使用)

INTERNATIONAL HULL CLAUSES (01/11/03)

(FOR USE WITH THE CURRENT MAR POLICY FORM)

1/11/2003

IHC-2003

PART 1 - PRINCIPAL INSURING CONDITIONS

1. GENERAL

- 1.1 Part 1, Clauses 34-39 of Part 2 and Part 3 apply to this insurance. Parts 2 and 3 shall be those current at the date of inception of this insurance. Clauses 40-44 of Part 2 shall only apply where the Underwriters have expressly so agreed in writing.
- 1.2 This insurance is subject to English law and practice.
- 1.3 This insurance is subject to the exclusive jurisdiction of the English High Court of Justice, except as may be expressly provided herein to the contrary.
- 1.4 If any provision of this insurance is held to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this insurance, which shall remain in full force and effect.

2. PERILS

- 2.1 This insurance covers loss of or damage to the subject matter insured caused by
 - 2.1.1 perils of the seas, rivers, lakes or other navigable waters
 - 2.1.2 fire, explosion
 - 2.1.3 violent theft by persons from outside the vessel
 - 2.1.4 jettison
 - 2.1.5 piracy
 - 2.1.6 contact with land conveyance, dock or harbour equipment or installation
 - 2.1.7 earthquake, volcanic eruption or lightning
 - 2.1.8 accidents in loading, discharging or shifting cargo, fuel, stores or parts
 - 2.1.9 contact with *satellites*, aircraft, *helicopters* or similar

第一部分 一般保險條款

1. 通則

- 1.1 第一部分、第二部分第34至39條及第三部分適用於本保險。第二部分及第三部分於本保險生效之日時同時適用。第二部分第40條至第44條僅於保險人書面明示同意始適用之。
- 1.2 本保單依據英國法律與實務。
- 1.3 除另有明示相反約定外，本保單受英國高等法院專屬管轄。
- 1.4 本保單如有任何條款被判定無效或無執行力，該無效或無執行力不應影響本保單其他條款之效力，其他條款仍應具有完全之效力。

2. 承保風險

- 2.1 本保險承保保險標的因下列事故所引起之毀損或滅失：
 - 2.1.1 海上、河川、湖泊或其他可航行水域之危險
 - 2.1.2 失火、爆炸
 - 2.1.3 來自船外他人之暴力盜取行為
 - 2.1.4 投棄
 - 2.1.5 海盜
 - 2.1.6 與陸上輸送器、船塢或港口設備或設施碰觸
 - 2.1.7 地震、火山爆發或閃電
 - 2.1.8 貨物裝、卸、翻艙或填加燃料時之意外
 - 2.1.9 與衛星、飛航器、直昇機或類

objects, or objects falling therefrom.

- 2.2 This insurance covers loss of or damage to the subject matter insured caused by
- 2.2.1 bursting of boilers or breakage of shafts but does not cover any of the cost of repairing or replacing the boiler which bursts or the shaft which breaks
- 2.2.2 any latent defect in the machinery or hull, but does not cover any of the costs of correcting the latent defect
- 2.2.3 negligence of Master, Officers, Crew or Pilots
- 2.2.4 negligence of repairers or charterers provided such repairers or charterers are not an Assured under this insurance
- 2.2.5 barratry of Master, Officers or Crew provided that such loss or damage has not resulted from want of due diligence by the Assured, Owners or Managers.
- 2.3 Where there is a claim recoverable under Clause 2.2.1, this insurance shall also cover one half of the costs common to the repair of the burst boiler or the broken shaft and to the repair of the loss or damage caused thereby.
- 2.4 Where there is a claim recoverable under Clause 2.2.2, this insurance shall also cover one half of the costs common to the correction of the latent defect and to the repair of the loss or damage caused thereby.
- 2.5 Master, Officers, Crew or Pilots shall not be considered Owners within the meaning of this Clause 2 should they hold shares in the vessel.

3. LEASED EQUIPMENT

- 3.1 This insurance covers loss of or damage to equipment and apparatus not owned by the Assured but installed for use on the vessel and for which the Assured has assumed contractual liability, where such loss or damage is caused by a peril insured under this insurance.
- 3.2 The liability of the Underwriters shall not exceed the lesser of the contractual liability of the Assured for loss of or damage to such equipment or apparatus or the reasonable cost of their repair or their replacement value. All such equipment and apparatus are included in the insured value of the vessel.

4. PARTS TAKEN OFF

- 4.1 This insurance covers loss of or damage to parts taken off the vessel, where such loss or damage is caused by a peril insured under this insurance.
- 4.2 Where the parts taken off the vessel are not owned by the Assured but where the Assured has assumed contractual liability for such parts, the liability of the Underwriters for such parts taken off shall not exceed the lesser of the contractual liability of the Assured for loss of or damage to such parts or the reasonable cost of their repair or their replacement value.
- 4.3 If at the time of loss of or damage to the parts taken off the vessel, such parts are covered by or would be covered by any

似物體，或自該物體掉落之其他物體碰觸。

- 2.2 本保險承保保險標的因下列事故所引起之毀損或滅失：
- 2.2.1 鍋爐破裂、軸心斷裂，然未承保之鍋爐爆炸或軸心斷裂之鍋爐修復或任何重置成本
- 2.2.2 任何機器或船體之隱有瑕疵，然未承保為修復該隱有瑕疵本應花費之成本
- 2.2.3 船長、船副、船員或引水人之疏失
- 2.2.4 修理廠或租傭船人之疏失，然該修理廠或租傭船人須非為本保險之被保險人
- 2.2.5 船長船副船員之故意不法行為但以該毀損滅失非因被保險人、船舶所有人或經理人欠缺相當注意所致者為限。
- 2.3 如某求償得依第 2.2.1 條請求賠付時，本保險亦承保為共同修理爆炸鍋爐或斷裂軸心及修理其因此所致之毀損滅失之成本之半額。
- 2.4 如某求償得依第 2.2.2 條請求賠付時，本保險亦承保為共同修理隱有瑕疵及修理其因此所致之毀損滅失之成本之半額。
- 2.5 持有船舶股權之船長、船副、船員或引水人不被認定為本第 2 條所指稱之船舶所有人。

3. 船上所租用之設備

- 3.1 本保險承保非被保險人所有但安置於並為船上所使用之機器設備之毀損滅失，但以被保險人對是項毀損滅失負有契約責任並為本保險所承保之危險所致者為限。
- 3.2 本保險人責任不應超過被保險人就該機器設備毀損滅失或其合理修復費用或重置價值所應承擔之租用人契約責任。該機器設備應包含於本被保船舶之保險金額內。

4. 離船零件

- 4.1 本保險承保被保船舶之零件離船時之毀損滅失，然以該毀損滅失為本保險所承保風險所致者為限。
- 4.2 如離船零件非被保險人所有，但被保險人對是項毀損滅失負有契約責任者，本保險人責任不應超過被保險人就該零件毀損滅失或其合理修復費用或重置價值所應承擔之租用人契約責任。
- 4.3 如於該離船零件毀損滅失當時，該零件已有或應有本第 4 條以外之其他保

other insurance but for this Clause 4, then this insurance shall only be excess of such other insurance.

- 4.4 Cover in respect of parts taken off the vessel shall be limited to 60 days whilst not on board the vessel. Periods in excess of 60 days shall be held covered provided notice is given to the Underwriters prior to the expiry of the 60 day period and any amended terms of cover and any additional premium required by them be agreed.
- 4.5 In no case shall the total liability of the Underwriters under this Clause 4 exceed 5% of the insured value of the vessel.

5. POLLUTION HAZARD

This insurance covers loss of or damage to the vessel caused by any governmental authority acting under the powers vested in it to prevent or mitigate a pollution hazard or damage to the environment or threat thereof, resulting directly from damage to the vessel for which the Underwriters are liable under this insurance, provided that such act of governmental authority has not resulted from want of due diligence by the Assured, Owners or Managers to prevent or mitigate such hazard or damage or threat thereof. Master, Officers, Crew or Pilots shall not be considered Owners within the meaning of this Clause 5 should they hold shares in the vessel.

6. 3/4THS COLLISION LIABILITY

- 6.1 The Underwriters agree to indemnify the Assured for three fourths of any sum or sums paid by the Assured to any other person or persons by reason of the Assured becoming legally liable by way of damages for
- 6.1.1 loss of or damage to any other vessel or property thereon
- 6.1.2 delay to or loss of use of any such other vessel or property thereon
- 6.1.3 general average of, salvage of, or salvage under contract of, any such other vessel or property thereon, where such payment by the Assured is in consequence of the insured vessel coming into collision with any other vessel.
- 6.2 The indemnity provided by this Clause 6 shall be in addition to the indemnity provided by the other terms and conditions of this insurance and shall be subject to the following provisions
- 6.2.1 where the insured vessel is in collision with another vessel and both vessels are to blame then, unless the liability of one or both vessels becomes limited by law, the indemnity under this Clause 6 shall be calculated on the principle of cross-liabilities as if the respective Owners had been compelled to pay to each other such proportion of each other's damages as may have been properly allowed in ascertaining the balance or sum payable by or to the Assured in consequence of the collision.
- 6.2.2 in no case shall the total liability of the Underwriters under Clauses 6.1 and 6.2 exceed their proportionate part of three fourths of the insured value of the insured vessel in respect of all claims arising out of one collision.
- 6.3 The Underwriters will also pay three fourths of the legal costs

險所承保者，本保險僅負擔超過該其他保險之部分。

- 4.4 被保船舶離船零件之承保僅限於該零件不在船上之 60 日期間內。超過 60 日者，於 60 日期間屆滿前通知保險人並經同意為任何承保條件修改及洽收額外保費的情況下，得續保之。
- 4.5 保險人於本第 4 條之責任總額，在任何情況下不應超過本船舶保險金額之百分之五。

5. 污染危險

本保險承保任何政府當局依其權力為行使防止或減輕保險人依本保險應負責之船舶毀損直接所致之污染危險或其威脅因而造成船舶之毀損滅失，但該政府當局之行為須非由於被保險人、船舶所有人或經理人欠缺相當注意以防止或減輕該危險或威脅所引起者為限。持有船舶股權船長、船副、船員或引水人不應被認為本第 5 條所指稱之船舶所有人。

6. 四分之三碰撞責任

- 6.1 因被保險人依法應負責賠付下列事項以作為損害賠償時，就被保險人已賠付任何他人或數人之任何款項或數款項之四分之三，保險人同意補償被保險人：
- 6.1.1 任何其他船舶或其上財物之毀損或滅失
- 6.1.2 任何該其他船舶或其上財物之遲延或喪失使用
- 6.1.3 任何該其他船舶或其上財物之共同海損、救助或契約救助，被保險人所支付之該款項係因被保險船舶與任何其他傳所發生碰撞所生。
- 6.2 本第 6 條之補償係本保險其他條款或條件之補償以外另外之補償，此補償須遵守下列規定：
- 6.2.1 被保險船舶與其他船舶碰撞而雙方互有過失時，除一方或雙方船舶之責任應受法律限制外，依本 6 條之補償應按，如同個別船舶所有人已經被迫互相依過失比例賠付對方應獲取之損害賠償般之交叉責任原則計算，以確定被保險人因碰撞所生應付應收之餘額或數額。
- 6.2.2 任何情況下保險人依本第 6.1 及 6.2 條每一次碰撞之全部責任不超過被保險船舶保險金額之四分之三。
- 6.3 保險人亦會給付被保險人所發生，或

incurred by the Assured or which the Assured may be compelled to pay in contesting liability or taking proceedings to limit liability, provided always that their prior written consent to the incurring of such costs shall have been obtained and that the total liability of the Underwriters under this Clause 6.3 shall not (unless the Underwriters' specific written agreement have been obtained) exceed 25% of the insured value of the insured vessel.

EXCLUSIONS

- 6.4 In no case shall the Underwriters indemnify the Assured under this Clause 6 for any sum, which the Assured shall pay for or in respect of
- 6.4.1 removal or disposal of obstructions, wrecks, cargoes or any other thing whatsoever
 - 6.4.2 any real or personal property or thing whatsoever except other vessels or property on other vessels
 - 6.4.3 the cargo or other property on, or the engagements of, the insured vessel
 - 6.4.4 loss of life, personal injury or illness
 - 6.4.5 pollution or contamination, or threats thereof, of any real or personal property or thing whatsoever (except other vessels with which the insured vessel is in collision or property on such other vessels) or damage to the environment, or threat thereof, save that this exclusion shall not exclude any sum which the Assured shall pay for or in respect of salvage remuneration in which the skill and efforts of the salvors in preventing or minimising damage to the environment as is referred to in Article 13 paragraph 1(b) of the International Convention on Salvage, 1989 have been taken into account.

7. SISTERSHIP

Should the insured vessel come into collision with or receive salvage services from another vessel belonging wholly or in part to the same Owners or under the same management, the Assured shall have the same rights under this insurance as they would have were the other vessel entirely the property of Owners not interested in the insured vessel; but in such cases the liability for the collision or the amount payable for the services rendered shall be referred to a sole arbitrator to be agreed upon between the Underwriters and the Assured.

8. GENERAL AVERAGE AND SALVAGE

- 8.1 This insurance covers the vessel's proportion of salvage, salvage charges and/or general average, without reduced in respect of any under-insurance, but in case of general average sacrifice of the vessel the Assured may recover in respect of the whole loss without first enforcing their right of contribution from other parties.
- 8.2 General average shall be adjusted according to the law and practice obtaining at the place where the adventure ends, as if the contract of affreightment contained no special terms upon the subject; but where the contract of affreightment so provides the adjustment shall be according to the York-Antwerp Rules.

被迫抗辯責任或進行限制責任訴訟而支付之法律費用之四分之三，然以是項費用之發生業經且獲得保險人事先書面同意者為限，且保險人於本第 6.3 條之責任總額不應超過(除已獲得保險人書面特別同意外)被保險船舶保險金額的百分之二十五。

除外規定：

- 6.4 於本第 6 條，本保險人無論如何均不補償被保險人下列被保險人應賠付或與其有關之任何款項：
- 6.4.1 障礙物、殘骸、貨物或其他物品之移除或處置
 - 6.4.2 非其他船舶或其上財物之任何不動產、動產或物品
 - 6.4.3 被保險船舶上之貨物或其他財物或其所承諾之使用約定
 - 6.4.4 人身之死亡、受傷或患病
 - 6.4.5 任何不動產、動產、或物品之污染或汙損或其威脅(但與被保險船舶碰撞之其他船舶除外)，或對於環境之損害或其威脅，然本除外規定不應擴大適用於參考 1989 年國際救助公約第 13 條 1(b)款所慮及之救助者對於防止或減輕對環境損害之技術及努力所給予之救助報酬以外之被保險人應支付任何數額。

7. 姊妹船條款

被保險船舶與全部或一部屬於同一船舶所有人所有或為相同經理人之其他船舶發生碰撞或接受其救助服務時，被保險人依本保險享有之權利與其他船舶全屬於不同船舶所有人財產般；但於此情況下，碰撞責任或救助應給付之數額應提交保險人與被保險人同意之單一仲裁人決定之。

8. 共同海損與救助

- 8.1 本保險承保不比例扣減任何不足額保險後，船舶部分之救助、救助費用及或共同海損，但對於船舶共同海損犧牲，被保險人得無須先行使他們要求其他關係人分攤之權利，即得請求有關全部損失之賠償。
- 8.2 如運送契約無特別規定，共同海損理算應根據冒險終止地之法律與實務；但如運送契約有規定時，理算應依據約克安特衛普規則。

- 8.3 When the vessel sails in ballast, not under charter, the provisions of the York-Antwerp Rules, 1994 (excluding Rules XX and XXI) shall be applicable, and the voyage for this purpose shall be deemed to continue from the port or place of departure until the arrival of the vessel at the first port or place thereafter other than a port or place of refuge or a port or place of call for bunkering only. If at any such intermediate port or place there is an abandonment of the adventure originally contemplated, the voyage shall thereupon be deemed to be terminated.
- 8.4 The Underwriters shall not be liable under this Clause 8 where the loss was not incurred to avoid or in connection with the avoidance of a peril insured under this insurance.
- 8.5 The Underwriters shall not be liable under this Clause 8 for or in respect of
- 8.5.1 special compensation payable to a salvor under Article 14 of the International Convention on Salvage, 1989 or under any other provision in any statute, rule, law or contract which is similar in substance
- 8.5.2 expenses or liabilities incurred in respect of damage to the environment, or the threat of such damage, or as a consequence of the escape or release of pollutant substances from the vessel, or the threat of such escape or release.
- 8.6 Clause 8.5 shall not however exclude any sum, which the Assured shall pay
- 8.6.1 to salvors for or in respect of salvage remuneration in which the skill and efforts of the salvors in preventing or minimising damage to the environment as is referred to in Article 13 paragraph 1(b) of the International Convention on Salvage, 1989 have been taken into account
- 8.6.2 as general average expenditure allowable under Rule XI(d) of the York-Antwerp Rules 1994, but only where the contract of affreightment provides for adjustment according to the York-Antwerp Rules 1994.
- 8.3 船舶空載航行而未訂定租傭契約時，1994 約克安特衛普規則規定（規則第 20 條及第 21 條除外）仍應予適用，且為此目的之航程應視為繼續自發航港地至船舶到達除避難港地或僅為加油之港地外之第一個港地時為止。但如於任何該中途港地放棄原定冒險航程即應視為終止。
- 8.4 於本第 8 條，保險人不負責非為避免或有關避免承保危險所發生之損失。
- 8.5 保險人於本第 8 條不負責下列有關之求償：
- 8.5.1 依 1989 年國際救助公約第 14 條或依任何其他實質上類似之法規、規定、法律或契約有關應支付給救助人之特別補償金。
- 8.5.2 對於環境之損害、或該損害之威脅、或由於船上汙染物質之洩漏或排放、或該洩漏或排放之威脅所致生之費用或責任。
- 8.6 第 8.5 款無論如何均不排除被保險人應支付之下列款項：
- 8.6.1 參考 1989 年國際救助公約第 13 條 1(b)款所慮及之救助人對於防止或減輕對環境損害之技術及努力所給予之救助報酬以外之被保險人應支付給救助人或有關之任何數額。
- 8.6.2 依 1994 年約克安特衛普規則第 XI 條(b)項可列入共同海損費用之補償，然以運送契約約定共同海損應以 1994 年約克安特衛普規則理算為前提。

9. DUTY OF THE ASSURED (SUE AND LABOUR)

- 9.1 In case of any loss or misfortune it is the duty of the Assured and their servants and agents to take such measures as may be reasonable for the purpose of averting or minimising a loss which would be recoverable under this insurance.
- 9.2 Subject to the provisions below and to Clause 15, the Underwriters shall contribute to charges properly and reasonably incurred by the Assured their servants or agents for such measures. General average, salvage charges (except as provided for in Clause 9.5), special compensation and expenses as referred to in Clause 8.5 and collision defence or attack costs are not recoverable under this Clause 9.
- 9.3 Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.
- 9.4 When the Underwriters have admitted a claim for total loss of the vessel under this insurance and expenses have been reasonably incurred in saving or attempting to save the vessel and other property and there are no proceeds, or the expenses exceed the proceeds, then this insurance shall bear its pro rata

9. 被保險人之義務(損害防阻)

- 9.1 對於任何損失或不幸，被保險人、其僱用人及代理人有義務採取合理措施以避免或減輕依本保險得請求賠償之損失。
- 9.2 依下列規定及第 15 條之規定，保險人應分擔被保險人、其僱用人或代理人為該措施適度且合理發生之費用。共同海損、救助費用（第 9.5 條規定者除外）、特別補償金及第 8.5 條所規定之費用、及碰撞抗辯或攻擊費用依本第 9 條不得請求賠償。
- 9.3 被保險人或保險人為拯救、防護或追償被保險標的物所採取之措施不得視為委付之放棄或承諾或有損任何一方之權利。
- 9.4 如保險人依本保險已接受船舶全損之求償，且為拯救或企圖拯救船舶或其他財物之費用已合理發生，而船舶無殘值，或費用超過殘值時，本保險比例分擔有關船舶部分被認為合理發生

share of such proportion of the expenses, or of the expenses in excess of the proceeds, as the case may be, as may reasonably be regarded as having been incurred in respect of the vessel, excluding all special compensation and expenses referred to in Clause 8.5.

- 9.5 The sum recoverable under this Clause 9 shall be in addition to the loss otherwise recoverable under this insurance but shall in no circumstances exceed the insured value of the vessel.

10. NAVIGATION PROVISIONS

Unless and to the extent otherwise agreed by the Underwriters in accordance with Clause 11 below

- 10.1 the vessel shall not breach any provisions of this insurance as to cargo, trade or locality (including, but not limited to, Clause 32)
- 10.2 the vessel may navigate with or without pilots, go on trial trips and assist and tow vessels or craft in distress, but shall not be towed, except as is customary (including customary towage in connection with loading or discharging) or to the first safe port or place when in need of assistance, or undertake towage or salvage services under a contract previously arranged by the Assured and/or Owners and/or Managers and/or Charterers
- 10.3 the Assured shall not enter into any contract with pilots or for customary towage which limits or exempts the liability of the pilots and/or tugs and/or towboats and/or their owners except where the Assured or their agents accept or are compelled to accept such contracts in accordance with established local law or practice
- 10.4 the vessel shall not be employed in trading operations which entail cargo loading or discharging at sea from or into another vessel (not being a harbour or inshore craft).

11. EACH OF NAVIGATION PROVISIONS

In the event of any breach of any of the provisions of Clause 10, the Underwriters shall not be liable for any loss, damage, liability or expense arising out of or resulting from an accident or occurrence during the period of breach, unless notice is given to the Underwriters immediately after receipt of advices of such breach and any amended terms of cover and any additional premium required by them be agreed.

12. CONTINUATION

Should the vessel at the expiration of this insurance be at sea and in distress or missing, she shall be held covered until arrival at the next port in good safety, or if in port and in distress until the vessel is made safe, at a pro rata monthly premium, provided that notice be given to the Underwriters as soon as possible.

之費用或超過殘值之費用，不包括特別補償金及第 8.5 條所規定之費用，本保險將比例分擔。

- 9.5 本第 9 條得請求賠償之金額應為依本保險其他得請求賠償之損失外另外之金額，但無論如何不得超過本保險關於船舶之保險金額。

10. 航行條款

除保險人依下述第 11 條為另外同意且就其同意之範圍：

- 10.1 船舶不應違反本保險任何有關貨物、貿易或水域(包括但不限於第 32 條)之任何條款約定。
- 10.2 船舶得進行不論有無引水人在船之航行、試航、及協助、及拖帶危難中之船舶或小艇，但除習慣性(包括與裝卸有關之習慣性拖帶)或於需要協助時至第一個安全港地為止，船舶不得被拖帶，或從事經由被保險人、及或船舶所有人、及或經理人、及或租傭船人事先以契約安排之拖帶或救助服務。
- 10.3 被保險人不應與引水人或為習慣性拖帶締結任何限制或免除引水人及或拖船或拖駁及或其船舶所有人責任之任何約定，但被保險人或其代理人依據當地既定的法律或慣例，須接受或被迫接受者除外。
- 10.4 被保船舶不應被受僱於海上從或至其他船舶(非指港內或沿岸小艇)之貨物裝卸貿易。

11. 任一航行條款

於違反第 10 條所訂條款任何其一者，除於接獲該通知後立即通知保險人並同意保險人所要求任何承保條件之修改及額外保費者外，就違約期間之任何意外或事故所致或所生之任何毀損、滅失、責任或費用，保險人均不負責之。

12. 繼續條款

船舶於保險期間屆滿時，仍位在海上或處於危難或失蹤，經儘快通知保險人並按月比例加付保費後，本保險得繼續承保至到達下一安全港，或如船舶位於港內並處於危難時，則繼續承保至船舶安全為止。

This Clause 13 and 14 shall prevail notwithstanding any provision whether written typed or printed in this insurance inconsistent therewith.

13. CLASSIFICATION AND ISM

- 13.1 At the inception of and throughout the period of this insurance and any extension thereof
- 13.1.1 the vessel shall be classed with a Classification Society agreed by the Underwriters
- 13.1.2 there shall be no change, suspension, discontinuance, withdrawal or expiry of the vessel's class with the Classification Society
- 13.1.3 any recommendations, requirements or restrictions imposed by the vessel's Classification Society which relate to the vessel's seaworthiness or to her maintenance in a seaworthy condition shall be complied with by the dates required by that Society
- 13.1.4 the Owners or the party assuming responsibility for operation of the vessel from the Owners shall hold a valid Document of Compliance in respect of the vessel as required by chapter IX of the International Convention for the Safety of Life at Sea (SOLAS) 1974 as amended and any modification thereof
- 13.1.5 the vessel shall have in force a valid Safety Management Certificate as required by chapter IX of the International Convention for the Safety of Life at Sea (SOLAS) 1974 as amended and any modification thereof.
- 13.2 Unless the Underwriters agree to the contrary in writing, in the event of any breach of any of the provisions of Clause 13.1 above, this insurance shall terminate automatically at the time of such breach, provided
- 13.2.1 that if the vessel is at sea at such date, such automatic termination shall be deferred until arrival at her next port
- 13.2.2 where such change, suspension, discontinuance or withdrawal of her class under Clause 13.1.2 above has resulted from loss or damage covered by Clause 2 or by Clause 5 or by Clause 41.1.3 (if applicable) or which would be covered by an insurance of the vessel subject to current Institute War and Strikes Clauses Hulls-Time, such automatic termination shall only operate should the vessel sail from her next port without the prior approval of the Classification Society.
- A pro rata daily net return of premium shall be made provided that a total loss of the vessel, whether by perils insured under this insurance or otherwise, has not occurred during the period of this insurance or any extension thereof.

14. MANAGEMENT

- 14.1 Unless the Underwriters agree to the contrary in writing, this insurance shall terminate automatically at the time of
- 14.1.1 any change, voluntary or otherwise, in the ownership or

本保險任何規定，不論手寫打字或印刷，與本條款有抵觸時，應優先適用本保險第 13 條及第 14 條之規定。

13. 船級及國際安全管理條款

- 13.1 於本保險起保及於整個保險期間及其任何延長續保期間
- 13.1.1 船舶入級於保險人所同意之船級協會之船級。
- 13.1.2 船舶於該船級協會下之船級不應更動、中止、中斷、撤銷或到期屆滿。
- 13.1.3 船舶之船級協會對於船舶適航性所作出之任何建議、要求或限制，或遵守該協會對於船舶得維持其適航情況所要求之天數。
- 13.1.4 船舶所有人或替船舶所有人負責船舶營運之人應保持 1974 年國際海上人命安全公約及其任何修訂或修正之第 9 章所要求之有效證書。
- 13.1.5 船舶應有 1974 年國際海上人命安全公約及其任何修訂或修正之第 9 章所要求之有效安全管理證書。
- 13.2 除保險人另有書面同意者外，一有違反前述第 13.1 條各項規定情事時，本保險於違反之日起自動終止，然：
- 13.2.1 如船舶當時位在海面，則該自動終止延至到達次一港口時為止。
- 13.2.2 若前述第 13.1.2 條所規定之船級變更、中止、撤銷或撤回已造成第 2 條或第 5 條或第 41.1.3 條(如有適用)所承保之毀損滅失，或依現行協會船體定時戰爭及罷工條款所承保之毀損或滅失所引起時，該自動終止僅於船舶未經船級協會同意前逕自駛離次一港口之時，始生效之。
- 自終止之日起應按日比例退還淨保險費，然於本保險承保期間或其任何延長期間未發生船舶全損(無論為本保險承保風險或其他原因所致)者除外。

14. 管理條款

- 14.1 除保險人另有相反書面協議外，本保險應於下列事項發生之時自動終止：
- 14.1.1 被保險船舶所有權或船籍之變更(無論為自願或其他原

flag of the vessel

- 14.1.2 transfer of the vessel to new management
14.1.3 charter of the vessel on a bareboat basis
14.1.4 requisition of the vessel for title or use provided that, if the vessel has cargo on board and has already sailed from her loading port or is at sea in ballast, such automatic termination shall if required be deferred, whilst the vessel continues her planned voyage, until arrival at final port of discharge if with cargo or at port of destination if in ballast. However, in the event of requisition for title or use without the prior execution of a written agreement by the Assured, such automatic termination shall occur fifteen days after such requisition whether the vessel is at sea or in port.
- 14.2 Unless the Underwriters agree to the contrary in writing, this insurance shall terminate automatically at the time of the vessel sailing (with or without cargo) with an intention of being broken up, or being sold for breaking up.
- 14.3 In the event of termination under Clause 14.1 or Clause 14.2 above, a pro rata daily net return of premium shall be made provided that a total loss of the vessel, whether by perils insured under this insurance or otherwise, has not occurred during the period of this insurance or any extension thereof.
- 14.4 It is the duty of the Assured, Owners and Managers at the inception of and throughout the period of this insurance and any extension thereof to
- 14.4.1 comply with all statutory requirements of the vessel's flag state relating to construction, adaptation, condition, fitment, equipment, operation and manning of the vessel
- 14.4.2 comply with all requirements of the vessel's Classification Society regarding the reporting to the Classification Society of accidents to and defects in the vessel.
- In the event of any breach of any of the duties in this Clause 14.4, the Underwriters shall not be liable for any loss, damage, liability or expense attributable to such breach.

15. DEDUCTIBLE(S)

- 15.1 Subject to Clause 15.2, no claim arising from a peril insured under this insurance shall be payable under this insurance unless the aggregate of all such claims arising out of each separate accident or occurrence (including claims under Clauses 2, 3, 4, 5, 6 (including, if applicable, Clause 6 as amended by Clauses 37 or 38), Clauses 8 and 9 and, if applicable, Clauses 41) exceeds the deductible amount agreed in which case this sum shall be deducted. Nevertheless the expense of sighting the bottom after stranding, if reasonably incurred specially for that purpose, shall be paid even if no damage is found.
- 15.2 No claim for loss of or damage to any machinery, shaft, electrical equipment or wiring, boiler, condenser, heating coil or associated pipework, arising under Clauses 2.2.1 to 2.2.5 and Clause 41 (if applicable) or from fire or explosion when either has originated in a machinery space, shall be

因)

- 14.1.2 移轉新經理人
14.1.3 為光船租賃
14.1.4 船舶被徵收或徵用
但如當時船上載有貨物並已駛離裝載港或於海上空載航行，如經請求，該自動終止得延至載貨時所到達之最後卸載港或空載航行時所到達之目的港時為止。徵收或徵用無被保險人事先書面同意者，不論船舶在海上或港內，該自動終止自徵收或徵用之日起 15 天後生效。
- 14.2 除保險人另有相反書面協議外，本保險應於船舶係為解體(不論有無貨載)或出售解體而航行之時自動終止。
- 14.3 依前述第 14.1 及 14.2 為終止時，自終止之日起應按日比例退還淨保險費，然於本保險承保期間或其任何延長期間未發生船舶全損(無論為承保風險或其他原因所致)者除外。
- 14.4 被保險人、船舶所有人及船舶經理人於本保險起保之時及於整個保險期間及其任何延長續保期間有義務：
- 14.4.1 符合船舶之船旗國有關船舶建造、改裝、船況、配備、設施及人員配置之所有法定要求。
- 14.4.2 遵守船舶之船級協會有關將船舶意外及瑕疵通知該船級協會之所有要求。

於有違反第 14.4 條所訂條款任何其一者，導因於該違約之任何毀損、滅失、責任或費用，保險人均不負責之。

15. 自負額

- 15.1 於適用第 15.2 條之情況下，除所有單一意外或事故累計之求償[包括第 2、3、4、5 及 6 條(另包括第 6 條為第 37 條或 38 條所修訂適用時)、第 8 及 9 條，以及於適用時之第 41 條之求償]超過協議自負額外，本保險不賠付本保險承保危險所致之求償。於超過之情形下，此金額應予扣除。然而擱淺後檢查船底之費用，如係特別為該目的而合理發生，即使未發現損害，亦應予賠付。
- 15.2 除所有單一意外或事故累計之這類求償超過協議額外機器損害自負額(如有協議)外，本保險不賠付因第 2.2.1 至 2.2.5 條及第 41 條(如適用)、或起因機器內部之失火或爆炸所致

payable under this insurance unless the aggregate of all such claims arising out of each separate accident or occurrence exceeds the additional machinery damage deductible amount agreed (if any) in which case this amount shall be deducted. Any balance remaining, after application of this deductible, with any other claim arising from the same accident or occurrence, shall then be subject to the deductible referred to in Clause 15.1.

- 15.3 Clauses 15.1 and 15.2 shall not apply to a claim for total or constructive total loss of the vessel or, in the event of such a claim, to any associated claim under Clause 9 arising from the same accident or occurrence.
- 15.4 Claims for damage by heavy weather occurring during a single sea passage between two successive ports shall be treated as being due to one accident. In the case of such heavy weather extending over a period not wholly covered by this insurance the deductible to be applied to the claim recoverable under this insurance shall be the proportion of the deductible in Clause 15.1 that the number of days of such heavy weather falling within the period of this insurance bears to the number of days of heavy weather during the single sea passage. The expression "heavy weather" in this Clause 15.4 shall be deemed to include contact with floating ice.
- 15.5 Claims for damage occurring during each separate lightening operation and/or each separate cargo loading or discharging operation from or into another vessel at sea, where recoverable under this insurance, shall be treated as being due to one accident.

16. NEW FOR OLD

Claims recoverable under this insurance shall be payable without deduction on the basis of new for old.

17. BOTTOM TREATMENT

The Underwriters shall not be liable in respect of scraping, gritblasting and/or other surface preparation or painting of the vessel's bottom except that

- 17.1 gritblasting and/or other surface preparation of new bottom plates ashore and supplying and applying any "shop" primer thereto
- 17.2 gritblasting and/or other surface preparation of
- 17.2.1 the butts or area of plating immediately adjacent to any renewed or refitted plating damaged during the course of welding and/or repairs
- 17.2.2 areas of plating damaged during the course of fairing, either in place or ashore
- 17.3 supplying and applying the first coat of primer/anti-corrosive to those particular areas mentioned in Clauses 17.1 and 17.2 above,
- 17.4 supplying and applying anti-fouling coatings to those particular areas mentioned in Clauses 17.1 and 17.2, shall be included as part of the reasonable cost of repairs in respect of damage to bottom plating damaged by a peril

對任何機器、軸心、電子設備、冷凝器、加熱線圈或相連管線之求償。於超過情形下，此金額應予扣除。適用本款自負額後所剩餘之任何餘額，應與同一意外或事故所致之其他求償再適用第 15.1 條所規定之自負額。

- 15.3 第 15.1 及 15.2 條不適用於船舶全損或推定全損之求償或該求償下，任何同一意外或事故所生依第 9 條相關之求償。
- 15.4 發生於兩連續港口間之單一海上航程期間惡劣天氣損害之求償應視為一次意外。於該惡劣天氣延伸至本保險所承保的期間之外時，依本保險可求償數額所適用第 15.1 條之自負額。為前述本保險期間內惡劣天氣日數與該單一海上航程期間惡劣天氣日數之比例部分。本第 15.4 條之『惡劣天氣』一詞應視為包括與浮冰之碰觸。
- 15.5 於海上任一分別的接駁作業及或任一分別從或至另一船舶之貨物裝卸作業期間所發生之毀損，如依本保險可求償者，應以單一意外處理之。

16. 新換舊

依本保險可請求之求償給付不扣減新換舊之差額。

17. 船底處理

除下列事項應被允許為有關船底板因本保險承保危險所致損害之合理修理費用外，保險人不負責有關損及船底及噴砂及其他表面處理或油漆：

- 17.1 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。
- 17.2 噴砂及或其他下列之表面處理工作：
- 17.2.1 在銲接及/或修理時緊鄰換新或重新整修鋼板旁之鋼板端末區；
- 17.2.2 在岸邊或修理廠中鋼板校正時鋼板受損之部位，
- 17.3 以上 17.1 及 17.2 所述部位之底漆及防鏽漆，
- 17.4 以上 17.1 及 17.2 所述部分之防腐漆。

insured under this insurance.

18. WAGES AND MAINTENANCE

Other than in general average, the Underwriters shall not be liable for wages and maintenance of the Master, Officers and Crew or any member thereof, except when incurred solely for the necessary removal of the vessel from one port to another for the repair of damage covered by the Underwriters, or for trial trips for such repairs, and then only for such wages and maintenance as are incurred whilst the vessel is under way.

19. AGENCY COMMISSION

No sum shall be recoverable under this insurance either by way of remuneration of the Assured for time and trouble taken to obtain and supply information or documents or in respect of the commission or charges of any manager, agent, managing or agency company or the like, appointed by or on behalf of the Assured to perform such services.

20. UNREPAIRED DAMAGE

- 20.1 The measure of indemnity in respect of claims for unrepaired damage shall be the reasonable depreciation in the market value of the vessel at the time this insurance terminates arising from such unrepaired damage, but not exceeding the reasonable cost of repairs.
- 20.2 In no case shall the Underwriters be liable for unrepaired damage in the event of a subsequent total loss of the vessel (whether by perils insured under this insurance or otherwise) sustained during the period of this insurance or any extension thereof.
- 20.3 The Underwriters shall not be liable in respect of unrepaired damage for more than the insured value of the vessel at the time this insurance terminates.

21. CONSTRUCTIVE TOTAL LOSS

- 21.1 In ascertaining whether the vessel is a constructive total loss, 80% of the insured value of the vessel 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.
- 21.2 No claim for constructive total loss of the vessel based upon the cost of recovery and/or repair of the vessel shall be recoverable hereunder unless such cost would exceed 80% of the insured value of the vessel. In making this determination, only the cost relating to a single accident or sequence of damages arising from the same accident shall be taken into account.

22. FREIGHT WAIVER

18. 薪資與給養

除共同海損外，保險人不負責船長、船副、船員等人員薪資與給養之求償，但由於保險人承保之損害修理，因有必要由一港移船至另一港以修理損害或該修理之試航所發生之薪資給養，則不在此限。薪資與給養之求償以船舶實際航行時發生者為限。

19. 代理佣金

被保險人花費時間與麻煩取得及提供資料文件之報酬或有關任何被保險人指定或代表被保險人之經理人、代理人、管理或代理公司或其他類似性質之公司從事該種服務之佣金或費用，依本保險不得求償。

20. 未修理損害

- 20.1 未修理損害求償之補償方法應是損害未經修理，而船舶在本保險終止時依據市價之合理折減，但不得超過合理之修理費用。
- 20.2 嗣後如於本保險有效期間或本保險延長之有效期間內發生全損(不論是否本保險所承保)者，保險人無論如何均不負責未修理損害。
- 20.3 保險人不負責超過本保險屆滿時投保金額以上之未修理損害求償。

21. 推定全損

- 21.1 於確定船舶是否為推定全損，應就保險金額的百分之八十與修理金額作比較，而不考慮受損價值、拆廢價值或殘值。
- 21.2 除追償費用及或修理費用超過保險金額的百分之八十外，不得要求推定全損之求償。於作此一決定時，只考慮單一事故或同一事故所引起之接續損害之費用。

22. 放棄運費

If a total or constructive total loss of the vessel has been admitted by the Underwriters, they shall make no claim for freight whether notice of abandonment has been given or not.

23. ASSIGNMENT

No assignment of or interest in this insurance or in any moneys which may be or become payable under this insurance is to be binding on or recognised by the Underwriters unless a dated notice of such assignment or interest signed by the Assured, and by the assignor in the case of subsequent assignment, is endorsed on the policy and the policy with such endorsement is produced before payment of any claim or return of premium under this insurance.

24. DISBURSEMENTS WARRANTY

24.1 Additional insurances as follows are permitted by the Underwriters:

24.1.1 *Disbursements, Managers' Commissions, Profits or Excess or Increased Value of Hull and Machinery.* A sum not exceeding 25% of the value stated herein.

24.1.2 *Freight, Chartered Freight or Anticipated Freight, insured for time.* A sum not exceeding 25% of the value as stated herein less any sum insured, however described, under Clause 24.1.1 above,

24.1.3 *Freight or Hire, under contracts for voyage.* A sum 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 sum permitted for insurance shall be calculated on the estimated duration of the voyage, subject to the limitation of two cargo passages as laid down herein. Any sum insured under Clause 24.1.2 above to be taken into account and only the excess thereof may be insured, which excess shall be reduced as the freight or hire is advanced or earned by the gross amount so advanced or earned.

24.1.4 *Anticipated Freight if the vessel sails in ballast and not under Charter.* A sum not exceeding the anticipated gross freight on next cargo passage, such sum to be reasonably estimated on the basis of the current rate of freight at time of insurance plus the charges of insurance. Any sum insured under Clause 24.1.2 above to be taken into account and only the excess thereof may be insured.

24.1.5 *Time Charter Hire or Charter Hire for Series of Voyages.* A sum not exceeding 50% of the gross hire which is to be earned under the charter in a period not exceeding 18 months. Any sum insured under Clause 24.1.2 above to be taken into account and only the excess thereof may be insured, which excess shall be

於船舶發生全損或推定全損並經保險人承認者，不論是否發出委付通知，保險人均不求償運費。

23. 轉讓

本保險或其利益或依本保險得支付或應支付任何金錢之轉讓，保險人不受其拘束或認諾，除非被保險人及再轉讓之讓與人以簽署記載日期之保險轉讓書或利益轉讓通知批註於保險單，且於保險人支付任何賠償或退還本保險之保險費前已將該批註附加於保險單上。

24. 費用擔保

24.1 可接受下列附加保險：

24.1.1 費用、經理人佣金、利得或船體險之超額或增值險。保險金額不得超過本保單保險金額的百分之二十五。

24.1.2 論時投保之運費、傭船運費或可期待的運費。保險金額不得超過本保單保險金額的百分之二十五扣減前24.1.1條已投保之金額。

24.1.3 依航程契約之運費或租金。金額不得超過當程及次一航程之總運費或總佣金(此一保險如經要求，可包括起初的及中間的空載航程)，加上保險之費用。依期間長短給付運費之論航傭船。保險金額之計算以估計之航程期間為準，且以前述之兩個航程為限。前24.1.2條所投保之部分須一併列入計算，且只有超過部分才可投保，該超額部分應將先付部分、或因先付方式已先賺得部分予以扣除。

24.1.4 投保船舶空載航行，且未傭船之預期運費。保險金額不得超過下一航程可預期的總運費，該項金額之估計以投保時市場之運費率為計算標準，加上保險之費用。任何依據24.1.2條所已經投保的部分須列入計算，只有超額部分才可投保。

24.1.5 論時傭船或連續航程之傭船費。以不超過十八個月總傭船費的百分之五十為標準。任何已按24.1.2條投保之金額應列入計算，只有超額部分才可以投保，超額部分將百

reduced as the hire is advanced or earned under the charter by 50% of the gross amount so advanced or earned but the sum insured need not be reduced while the total of the sums insured under Clause 24.1.2 and Clause 24.1.5 above does not exceed 50% of the gross hire still to be earned under the charter. An insurance under this Clause may begin on the signing of the charter.

24.1.6 *Premiums.* A sum not exceeding the actual premiums of all interests insured for a period not exceeding 12 months (excluding premiums insured under the foregoing sections but including, if required, the premium or estimated calls on any Club or War etc. Risk insurance) reducing pro rata monthly.

24.1.7 *Returns of Premium.* A sum not exceeding the actual returns which are allowable under any insurance but which would not be recoverable thereunder in the event of a total loss of the vessel whether by perils insured under this insurance or otherwise.

24.1.8 *Insurance irrespective of amount against:* Any risks excluded by Clauses 29, 30, 31, 32 and 33 below.

24.2 It is warranted that no insurance on any interests enumerated in the foregoing Clauses 24.1.1 to 24.1.7 in excess of the amounts permitted therein and no other insurance which includes total loss of the vessel P.P.I., F.I.A., or subject to any other like term, is or shall be effected to operate during the period of this insurance or any extension thereof by or for account of the Assured, Owners, Managers or Mortgagees. Provided always that a breach of this warranty shall not afford the Underwriters any defence to a claim by a Mortgagee who has accepted this insurance without knowledge of such breach.

25. CANCELLING RETURNS

If this insurance shall be cancelled by agreement, the Underwriters shall pay a pro rata monthly net return of premium for each uncommenced month, provided always that a total loss of the vessel, whether by perils insured under this insurance or otherwise, has not occurred during the period of this insurance or any extension thereof.

26. SEPARATE INSURANCES

If more than one vessel is insured under this insurance, each vessel insured is deemed to be separately insured, as if a separate policy had been issued in respect of each vessel.

27. SEVERAL LIABILITY

The Underwriters' obligations are several and not joint and are limited solely to the extent of their individual subscriptions. The Underwriters are not responsible for the subscription of any co-subscribing Underwriter who for any reason does not satisfy all or part of its obligations.

分之五十以內的先付部分或因先付方式而賺得的部分扣除，但依據 24.1.2 及 24.1.5 條投保金額如不超過總備船費百分之五十時，可不用扣減。該項保險得於簽訂備船契約時開始。

24.1.6 保險費。金額不得超過所有利益十二個月內之實際保費（不包括前述幾種標的物的保費，但如經要求，可包括預估的協會會費、戰爭險、其他危險保費等），金額按月比例遞減。

24.1.7 退還保費。金額不得超過實際之保險退費額，然被保險船舶發生全損，不論是否為承保風險所致，均不得要求退費。

24.1.8 為保障下列危險之投保，金額不限：任何 29、30、31、32 及 33 條除外之危險。

24.2 謹此擔保前述 24.1.1 至 24.1.7 利益於在本保險有效期間之投保金額不超過其各自之規定，且擔保不保保單保障利益、承認全部利益等全損保險、或其他類似條件之保險，不論被保險人、船舶所有人、經理人、或抵押權人均不得違反以上擔保。但抵押權人接受本保險而不知已經違反本擔保時，保險人不得以違反本擔保作為拒賠之理由。

25. 解約退費

本保險如經雙方同意解除，保險人應就未到期的月份按比例退還淨保費，但以船舶在本保險期間或本保險的延伸期間內並未發生全損，不論全損是否為承保危險所致。

26. 分別保險

如本保險承保超過一艘之船舶，就如同每一艘有其各自保險般，每一艘船舶應被視為分別承保。

27. 各自責任

各保險人之責任為各自但不連帶，且應僅限於其各自認保之額度。各保險人無須負責其他無論任何理由無法完全或部分履行其責任之其他共同分保人之認保額度。

28. AFFILIATED COMPANIES

In the event of the vessel being chartered by an associated, subsidiary or affiliated company of the Assured, and in the event of loss of or damage to the vessel by perils insured under this insurance, the Underwriters waive their rights of subrogation against such charterers, except to the extent that any such charterer has the benefit of liability cover for such loss or damage.

These Clauses 29, 30 and 31 shall be paramount and shall override anything contained in this insurance inconsistent therewith.

29. WAR & STRIKES EXCLUSION

In no case shall this insurance cover loss damage liability or expense caused by

- 29.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
- 29.2 capture seizure arrest restraint or detainment (barratry and piracy excepted), and the consequences thereof or any attempt thereat
- 29.3 derelict mines torpedoes bombs or other derelict weapons of war.
- 29.4 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions

30. TERRORIST, POLITICAL MOTIVE AND MALICIOUS ACTS EXCLUSION

In no case shall this insurance cover loss damage liability or expense caused by

- 30.1 any terrorist
- 30.2 any person acting from a political motive
- 30.3 the use of any weapon or the detonation of an explosive by any person acting maliciously or from a political motive.

31. RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION

In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

- 31.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- 31.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor

28. 關係企業

如船舶為被保險人之聯合、附屬或關係公司所租傭，且船舶蒙受本保險承保風險所致之毀損滅失，保險人放棄其得以向該租傭船人主張保險代位之權利，然以且就該租傭船人享有該毀損滅失之責任承保利益之範圍為限。

第 29 條、第 30 條及第 31 條應有至上效力，其應優先本保險任何與其不相一致之規定。

29. 戰爭及罷工除外

本保險無論如何均不承保下列事項所致之毀損滅失責任或費用：

- 29.1 戰爭、內戰、革命、叛亂、暴動、或前述各項所生之民爭或由或抵抗敵對勢力之任何戰爭行為。
- 29.2 捕獲、查扣、拘押、禁制或扣留(船員惡意不法及海盜行為除外)及其任何後果或任何威脅。
- 29.3 棄置之水雷、魚雷、炸彈或其他棄置之戰爭武器。
- 29.4 罷工工人、閉廠工人或參與勞動紛爭、騷亂或民亂之人員。

30. 恐怖份子、政治動機及惡意行為除外

本保險不承保以下原因所致之滅失、毀損、責任或費用：

- 30.1 任何恐怖份子
- 30.2 基於政治動機所為之人
- 30.3 任何人員之惡意行為、或因政治動機所為之任何武器使用或炸藥爆炸。

31. 放射性污染、化學、生物、生化及電磁武器除外條款

在任何情況下，本保險均不承保由於下列事項直接或間接所致或所生或所引起之毀損、滅失、責任或費用

- 31.1 從核子燃料或廢料、核子燃料燃燒而來之離子輻射或放射性污染。
- 31.2 任何核子設施、反應爐或其他核子裝備或其核子組件之放射性、具毒

or other nuclear assembly or nuclear component thereof

- 31.3 any weapon employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- 31.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this Clause 32.4 does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
- 31.5 any chemical, biological, bio-chemical or electromagnetic weapon.

性、爆炸性或其他危險或污染性之財產。

- 31.3 任何運用原子或核子分裂及或融合或其他類似反應或放射力或物質之戰爭武器。
- 31.4 任何放射性物質之放射性、具毒性、爆炸性或其他危險或污染性之財產。本第 32.4 條除外條款不擴大適用擬用於、運送、儲存或使用於任何商業、農業、醫學、科學或其他類似和平目的之放射性同位素，核子燃料除外。
- 31.5 任何化學、生物、生化或電磁武器。

PART 2 - ADDITIONAL CLAUSES (01/11/03)

第二部分 - 附加條款 (01/11/03)

32. NAVIGATING LIMITS

32. 航行限制

Unless and to the extent otherwise agreed by the Underwriters in accordance with Clause 33, the vessel shall not enter, navigate or remain in the areas specified below at any time or, where applicable, between the dates specified below (both days inclusive):

除保險人依第 33 條另為同意且就同意之範圍外，船舶不應於任何時間或下列所特定日期之間(該二日均計入)，進入、航行於或停留於下列所特定之區域：

Area 1 - Arctic

- (a) North of 70° N. Lat.
(b) Barents Sea
except for calls at Kola Bay, Murmansk or any port or place in Norway, provided that the vessel does not enter, navigate or remain north of 72°30'N. Lat. or east of 35° E. Long.

區域一：北極

- (a) 北緯 70 度以北
(b) Barents 海
然直接往返 Kola 灣、Murmansk 或挪威任何港口或地點除外，惟船舶不得進入、航行於或停留於北緯 72 度 30 分以北或東經 35 度以東之水域。

Area 2 - Northern Seas

- (a) White Sea.
(b) Chukchi Sea

區域二：北海

- (a) White 海
(b) Chukchi 海

Area 3 - Baltic

- (a) Gulf of Bothnia north of a line between Umea (63°50'N. Lat.) and Vasa (63°06'N. Lat.) between 10th December and 25th May.
- (b) Where the vessel is equal to or less than 90,000 DWT, Gulf of Finland east of 28°45'E. Long. between 15th December and 15th May.
- (c) Vessels greater than 90,000 DWT may not enter, navigate or remain in the Gulf of Finland east of 28°45'E. Long. at any time.
- (d) Gulf of Bothnia, Gulf of Finland and adjacent waters north of 59°24'N. Lat. between 8th January and 5th May, except for calls at Stockholm, Tallinn or Helsinki.

區域三：波羅地海

- (a) 於 12 月 10 日至 5 月 25 日期間，Bothnia 灣介於 Umea(北緯 63 度 50 分)及 Vasa(63 度 06 分)間之連線以北。
- (b) 船舶等於或低於 90,000 載重噸者，於 12 月 15 日至 5 月 15 日期間，東經 28 度 45 分以東之芬蘭灣。
- (c) 船舶大於 90,000 載重噸者，於任何時間均不得進入、航行於或停留於東經 28 度 45 分以東之芬蘭灣。
- (d) 於 1 月 8 日至 5 月 5 日期間，北緯 59 度 24 分以北之芬蘭 Bothnia 灣及鄰近水域，然停靠 Stockholm、Tallinn 及 Helsinki 港除外。

- (e) Gulf of Riga and adjacent waters east of 22°E. Long. and south of 59°N. Lat. between 28th December and 5th May.

Area 4 - Greenland

Greenland territorial waters.

Area 5 - North America (east)

- (a) North of 52°10'N. Lat. and between 50°W. Long. and 100°W. Long.
- (b) Gulf of St. Lawrence, St. Lawrence River and its tributaries (east of Les Escoumins), Strait of Belle Isle (west of Belle Isle), Cabot Strait (west of a line between Cape Ray and Cape North) and Strait of Canso (north of the Canso Causeway), between 21st December and 30th April.
- (c) St. Lawrence River and its tributaries (west of Les Escoumins) between 1st December and 30th April.
- (d) St. Lawrence Seaway
- (e) Great Lakes.

Area 6 - North America (west)

- (a) North of 54°30'N. Lat. and between 100°W. Long. and 170°W. Long.
- (b) Any port of place in the Queen Charlotte Islands or the Aleutian Islands

Area 7 - Southern Ocean

South of 50°S. Lat. except within the triangular area formed by rhumb lines drawn between the following points

- (a) 50°S. Lat.; 50°W. Long
- (b) 57°S. Lat.; 67°30'W. Long.
- (c) 50°S Lat.; 160°W. Long.

Area 8 - Kerguelen/Crozet

Territorial waters of Kerguelen Islands and Crozet Islands.

Area 9 - East Asia

- (a) Sea of Okhotsk north of 55°N. Lat. and east of 140°E. Long. between 1st November and 1st June.
- (b) Sea of Okhotsk north of 53°N. Lat. and west of 140°E. Long. between 1st November and 1st June.
- (c) East Asian waters north of 46°N. Lat. and west of the Kurile Islands and west of the Kamchatka Peninsula between 1st December and 1st May.

Area 10 - Bering Sea

Bering Sea except on through voyages and provided that

- (a) vessel does not enter, navigate or remain north of 54°30'N. Lat.; and
- (b) the vessel enters and exits west of Buldir Island or through the Amchitka, Amukta or Unimak passes; and

- (e) 於 12 月 28 日至 5 月 5 日期間，Riga 灣介於東經 22 度以東及北緯 59 度以南。

區域四：格陵蘭

格陵蘭領水。

區域五：北美(東)

- (a) 北緯 52 度 10 分以北，西經 50 度以西。
- (b) 於 12 月 21 日至 4 月 30 日期間，聖羅倫斯河海道及其支流 (Les Escoumins 以東)、Belle 島海峽 (Belle 島以西)、Cabot 海峽 (Ray 峽及 North 峽連線以西) 及 Canso 海峽 (Canso 水道以北)。
- (c) 於 12 月 1 日至 4 月 30 日期間，聖羅倫斯河海道及其支流 (Les Escoumins 以西)。
- (d) 聖羅倫斯河海道。
- (e) 大湖區。

區域六：北美(西)

- (a) 北緯 54 度 30 分以北及西經 100 度以東及西經 170 度間區域。
- (b) Queen Charlotte 群島或 Aleutian 群島之任何港口。

區域七：南極海(西)

南緯 50 度以南，然下列各點所圍畫而成的三角區域除外：

- (a) 南緯 50 度；西經 50 度
- (b) 南緯 57 度；西經 67 度 30 分
- (c) 南緯 50 度；西經 160 度

區域八：Kerguelen/Crozet(南極附近)

Kerguelen 島及 Crozet 島領水。

區域九：東亞

- (a) 於 11 月 1 日至 6 月 1 日期間，北緯 55 度以北及東經 140 度以東之鄂霍次克海 (Sea of Okhotsk)。
- (b) 於 11 月 1 日至 6 月 1 日期間，北緯 53 度以北及東經 140 度以西之鄂霍次克海。
- (c) 於 12 月 1 日至 5 月 1 日期間，北緯 46 度以北之東亞水域及千島群島 (Kurile) 以西及堪察加半島 (Kamchatka Peninsula) 以西。

區域十：白令海

白令海，然穿越航程除外，且：

- (a) 船舶不得進入、行經或停留於北緯 54 度 30 分以北區域；且
- (b) 船舶經由 Buldir 島西方進出或經由 Amchitka、Amukta 或 Unimak 水道；
- (c) 船舶必須配置並加裝二套獨立運

- (c) the vessel is equipped and properly fitted with two independent marine radar sets, a global positioning system receiver (or Loran-C radio positioning receiver), a radio transceiver and GMDSS, a weather facsimile recorder (or alternative equipment for the receipt of weather and routing information) and a gyrocompass, in each case to be fully operational and manned by qualified personnel; and
- (d) the vessel is in possession of appropriate navigational charts corrected up to date, sailing directions and pilot books.

33. PERMISSION FOR AREAS SPECIFIED IN NAVIGATING LIMITS

The vessel may breach Clause 32 and Clause 11 shall not apply, provided always that the Underwriters' prior permission shall have been obtained and any amended terms of cover and any additional premium required by the Underwriters are agreed.

34. RECOMMISSIONING CONDITION

As a condition precedent to the liability of the Underwriters, the vessel shall not leave her lay-up berth under her own power or navigate following a lay-up period of more than 180 consecutive days unless the Assured has arranged for the Classification Society or a surveyor agreed by the Underwriters to examine the vessel and has carried out any repairs or requirements recommended by the Classification Society or such surveyor.

35. PREMIUM PAYMENT

35.1 The Assured undertakes that the premium shall be paid :

35.1.1 in full to the Underwriters within 45 days (or such other period as may be agreed) of inception of this insurance; or

35.1.2 where payment by instalment premiums has been agreed

(a) the first instalment premium shall be paid within 45 days (or such other period as may be agreed) of inception of this insurance, and

(b) the second and subsequent instalments shall be paid by the date they are due.

35.2 If the premium (or the first instalment premium) has not been so paid to the Underwriters by the 46th day (or the day after such period as may have been agreed) from the inception of this insurance (and, in respect of the second and subsequent instalment premiums, by the date they are due), the Underwriters shall have the right to cancel this insurance by notifying the Assured via the broker in writing.

35.3 The Underwriters shall give not less than 15 days prior notice of cancellation to the Assured via the broker. If the premium or instalment premium due is paid in full to the

作的海事雷達、一全球定位系統接受器(或羅蘭-C型定位接受器)、無線電收發器及衛星導航、天氣傳真接收器(或能接收天氣及航路資訊之其他設備)及迴轉羅盤,這些設備均應可以完全運作並由合格人員操作;且

(d) 船舶必須攜備最新修訂的合格水道圖、航向指示器及引水手冊。

33. 航行限制特別許可區域

於獲得保險人事先許可且依保險人所同意任何承保條款進行修訂及洽收任何額外保費之情況下,船舶得違反第 32 條,且第 11 條不予適用。

34. 復役情況

除被保險人業已安排船級協會或經保險人所同意之公證人為船舶之檢查並進行船級協會或公證人所建議之任何修理或要求,船舶不應自力離開停航港地或於停航連續超過一百八十天為保險人責任之前提條件。

35. 保費支付

35.1 被保險人同意保險費以下列方式支付:

35.1.1 於保險起保時四十五天內(或其他另行協議之期間內)全額支付給保險人;或

35.1.2 如有協議分期保費付款者:

(a) 第一期保費應於保險起保時四十五天內(或其他另行協議之期間內)支付給保險人,及

(b) 第二期及以後的保費於到期日為支付。

35.2 如保費(或第一期保費)未如是支付,保險人自保險起保日(及,如為第二期及後來保費,則為到期日)之第四十六天起(或自另行協議期間以後之日),一經由保險經紀人書面通知被保險人,保險人即有權解除保險。

35.3 保險人經由保險經紀人給予被保險人之解約通知應訂有不少于十五日之解約期限。如保費或分期保費於前述解約期限屆滿前已全部支付給

Underwriters before the notice period expires, notice of cancellation shall automatically be revoked. If not, this insurance shall automatically terminate at the end of the notice period.

- 35.4 In the event of cancellation under this Clause 15, premium is due to the Underwriters on a pro rata basis for the period that the Underwriters are on risk but the full premium shall be payable to the Underwriters in the event of loss, damage, liability or expense arising out of or resulting from an accident or occurrence prior to the date of termination which gives rise to a recoverable claim under this insurance.
- 35.5 Unless otherwise agreed, the Leading Underwriter(s) designated in the slip or policy are authorised to exercise rights under this Clause 35 on their own behalf and on behalf of all co-subscribing Underwriters. Nothing in this Clause 35.5 shall, however, prevent any co-subscribing Underwriter from exercising rights under this Clause 35 on its own behalf.
- 35.6 Where the premium is to be paid through a Market Bureau, payment to the Underwriters will be deemed to occur on the day of delivery of a premium advice note to the Bureau.

36. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 36.1 No benefit of this insurance is intended to be conferred on or enforceable by any party other than the Assured, save as may be expressly provided herein to the contrary.
- 36.2 This insurance may by agreement between the Assured and the Underwriters be rescinded or varied without the consent of any third party to whom the enforcement of any terms has been expressly provided for.

37. FIXED AND FLOATING OBJECTS

If the Underwriters have expressly agreed in writing, then Clauses 6 and 7 are amended to read as follows

- 6.1 The Underwriters agree to indemnify the Assured for three fourths of any sum or sums paid by the Assured to any other person or persons by reason of the Assured becoming legally liable by way of damages for
- 6.1.1 loss of or damage to any other vessel or fixed or floating object or property thereon
- 6.1.2 delay to or loss of use of any such other vessel or fixed or floating object or property thereon
- 6.1.3 general average of, salvage of, or salvage under contract of, any such other vessel or property thereon, where such payment by the Assured is in consequence of the insured vessel coming into collision with any other vessel or striking any fixed or floating object.
- 6.2 The indemnity provided by this Clause 6 shall be in addition to the indemnity provided by the other terms and conditions of this insurance and shall be subject to the following provisions

保險人者，該解約通知自動失效。如未於解約期限內支付，則本保險於解約期限屆滿之時自動終止。

- 35.4 於依本第 15 條解約時，應支付給保險人之保費應以保險人承擔風險期間為比例計收；然如終止日前已發生依本保險得為求償之毀損、滅失、責任或費用之任一意外或事件時，即應支付全額保費給保險人。
- 35.5 除另有協議外，授權暫保單或保險單上所指定之首席保險人得代表其自己及代表所有共同分保人行使本第 35 條之權利。本第 35.5 條不應妨礙其他共同分保人依本第 35 條為自身權利之行使。
- 35.6 如保費係經由市場會社支付者，於繳款通知送達該會社之日起，視為即應支付給保險人。

36. 1999 年第三人權利契約法

- 36.1 除另有相反的明示約定外，本保險所生利益無意賦予或得由被保險人以外之任何人為行使。
- 36.2 本保險得經由被保險人與保險人間協議予以廢止或變更，而無須經明示依約得行使權利之任何第三人之同意。

37. 固定及浮動物體

一經保險人書面明示同意，第 6 及 7 條得修訂如下：

- 6.1 因被保險人依法應負責賠付下列事項以作為損害賠償時，就被保險人已賠付任何他人或數人之任何款項或數款項之四分之三，保險人同意補償被保險人：
- 6.1.1 任何其他船舶或固定或浮動物體或其上財物之毀損或滅失
- 6.1.2 任何該其他船舶或固定或浮動物體或其上財物之遲延或喪失
- 6.1.3 任何該其他船舶或其上財物之共同海損、救助或契約救助，而被保險人是項責任款項係由於被保船舶與任何其他船舶碰撞或與任何固定或浮動物體碰觸之結果所致。
- 6.2 本第 6 條所規定之補償係本保險其他條款或條件之補償以外另外之補償，此補償須遵守下列規定：

- 6.2.1 where the insured vessel is in collision with another vessel and both vessels are to blame then, unless the liability of one or both vessels becomes limited by law, the indemnity under this Clause 6 shall be calculated on the principle of cross-liabilities as if the respective Owners had been compelled to pay to each other such proportion of each other's damages as may have been properly allowed in ascertaining the balance or sum payable by or to the Assured in consequence of the collision
- 6.2.2 in no case shall the total liability of the Underwriters under Clauses 6.1 and 6.2 exceed their proportionate part of three fourths of the insured value of the insured vessel in respect of one occurrence.
- 6.3 The Underwriters will also pay three fourths of the legal costs incurred by the Assured or which the Assured may be compelled to pay in contesting liability or taking proceedings to limit liability, provided always that their prior written consent to the incurring of such costs shall have been obtained and that the total liability of the Underwriters under this Clause 6.3 shall not (unless the Underwriters' specific written agreement have been obtained) exceed 25% of the insured value of the insured vessel.
- 6.2.1 被保險船舶與其他船舶碰撞而雙方互有過失時，除一方或雙方船舶之責任應受法律限制外，依本 6 條之補償應按，如同個別船舶所有人已經被迫互相依過失比例賠付對方應獲取之損害賠償般之交叉責任原則計算，以確定被保險人因碰撞所生應付應收之餘額或數額。
- 6.2.2 任何情況下保險人依本第 6.1 及 6.2 條每一次事件不超過被保險船舶保險金額之四分之三。
- 6.3 保險人亦會給付被保險人所發生，或被迫抗辯責任或進行限制責任訴訟而支付之法律費用之四分之三，然以是項費用之發生業經且取得保險人事先書面同意為限，且保險人於本第 6.3 條之責任總額不應(除已獲得保險人書面特別同意外)超過被保船舶保險金額的百分之二十五。

EXCLUSIONS

- 6.4 In no case shall the Underwriters indemnify the Assured under this Clause 6 for any sum, which the Assured shall pay for or in respect of
- 6.4.1 removal or disposal of obstructions, wrecks, cargoes or any other thing whatsoever
- 6.4.2 any real or personal property or thing whatsoever except other vessels or any fixed or floating object struck by the insured vessel or property on other vessels or any such fixed or floating object
- 6.4.3 the cargo or other property on, or the engagements of, the insured vessel
- 6.4.4 loss of life, personal injury or illness
- 6.4.5 pollution or contamination, or threats thereof, of any real or personal property or thing whatsoever (except other vessels with which the insured vessel is in collision or property on such other vessels) or damage to the environment, or threat thereof, save that this exclusion shall not exclude any sum which the Assured shall pay for or in respect of salvage remuneration in which the skill and efforts of the salvors in preventing or minimising damage to the environment as is referred to in Article 13 paragraph 1(b) of the International Convention on Salvage, 1989 have been taken into account.
7. Should the insured vessel come into collision with another vessel or fixed or floating object belonging wholly or in part to the same owners or under the same management or receive salvage services from another vessel belonging wholly or in part to the same owners or under the same management, the assured shall have the same rights under this insurance as they would have were the other vessel or the fixed or floating object entirely the property of owners not interested in the
- 除外規定：
- 6.4 於本第 6 條，本保險人無論如何均不補償被保險人下列被保險人應賠付或與其有關之任何款項：
- 6.4.1 障礙物、殘骸、貨物或其他物品之移除或處置
- 6.4.2 非其他船舶、或被保船舶所碰觸之固定或浮動物體、或任何其他船舶或固定或浮動物體其上財物之任何不動產、動產或物品
- 6.4.3 被保險船舶上之貨物或其他財物或其所承諾之約定
- 6.4.4 人身之死亡、受傷或患病
- 6.4.5 任何不動產、動產、或物品之汙染或汙損或其威脅（但與被保險船舶碰撞之其他船舶除外）或對於環境之損害或其威脅，然本除外規定不應擴大適用於參考 1989 年國際救助公約第 13 條 1(b) 款所應及之救助人員對於防止或減輕對環境損害之技術及努力所給予之救助報酬以外之被保險人應支付任何數額。
7. 本保險所承保之船舶與全部或一部屬於同一所有人所有或為相同經理人之其他船舶或固定或浮動物體發生碰撞或接受該船舶之救助服務時，被保險人依本保險享有之權利與其他船舶或固定或浮動物體全屬於不同所有人財產般；但於此情況下，碰撞責任或救助應給付之數額應提交保險人與被保

insured vessel; but in such cases the liability for the collision or the amount payable for the services rendered shall be referred to a sole arbitrator to be agreed upon between the underwriters and the assured.

38. 4/4THS COLLISION LIABILITY

If the Underwriters have expressly agreed in writing, then Clause 6 is amended such that the words "three fourths of" are deleted on each occasion in which they appear in Clause 6.

39. RETURNS FOR LAY-UP

39.1 If the Underwriters have expressly agreed in writing, such percentage of the net premium as agreed by the Underwriters shall be returned for each period of 30 consecutive days the vessel may be laid up, not under repair, in a port or in a lay-up area provided such port or lay-up area is approved by the Underwriters.

39.2 The vessel shall not be considered to be under repair when work is undertaken in respect of ordinary wear and tear of the vessel and/or following recommendations in the vessel's Classification Society survey, but any repairs following loss of or damage to the vessel or involving structural alterations, whether covered by this insurance or otherwise, shall be considered as under repair.

39.3 PROVIDED ALWAYS THAT

39.3.1 a total loss of the vessel, whether by perils insured under this insurance or otherwise, has not occurred during the period of this insurance or any extension thereof

39.3.2 a return of premium shall not be allowed when the vessel is lying in exposed or unprotected waters, or in a port or lay-up area not approved by the Underwriters

39.3.3 loading or discharging operations or the presence of cargo on board shall not debar a return of premium but no return shall be allowed for any period during which the vessel is being used for the storage of cargo or for lightering purposes

39.3.4 in the event of any return of premium recoverable under this Clause 39 being based on 30 consecutive days which fall on successive insurances effected for the same Assured, this insurance shall only be liable for an amount calculated at pro rata of the agreed percentage net for the number of days which come within the period of this insurance or any extension thereof and to which a return is actually applicable. Such overlapping period shall run, at the option of the Assured, either from the first day on which the vessel is laid up or the first day of a period of 30 consecutive days as provided under Clause 39.1 above.

40. GENERAL AVERAGE ABSORPTION

險人同意之單一仲裁人決定之。

38. 四分之四碰撞責任

一經保險人明示書面同意，第 6 條可為如下修訂：第 6 條所出現任一事故之「四分之三」用語部分予以刪除。

39. 停航退費

39.1 經保險人明示書面同意，以三十個連續日為一期計算，船舶如位於某一業經保險人同意之港口或一停航區域為停航，而該港或該停航區域時，即得依保險人同意之淨保費比例予以退還。

39.2 所進行之工作係有關船舶通常損耗及或遵守船級協會檢驗之建議者，船舶不應被認為進行修理，但於船舶毀損滅失後之任何修理或涉及結構性變更者，無論是否為本保險或其他所承保，均應認為進行修理。

39.3 但以

39.3.1 船舶在本保險期間或本保險的延伸期間內並未發生全損，且不論全損是否為承保危險所致。

39.3.2 船舶如停航在暴露或未受保護之水域或未經保險人同意之停航港或停航地區時，不予退費。

39.3.3 裝卸作業或貨物在船並不影響退費，但如船舶作為貨物儲存或作駁船之用，則不得退費。

39.3.4 依據本第 39 條之三十連續日停航退費如發生於同一被保險人之跨年度保單時，本保險只負責發生在本保單的期間或任何延長續保期間之淨比率退費。該重疊期間可自停航的第一天起算，或符合第 39.1 條規定之三十連續日的第一天起算。

40. 共同海損吸收條款

- 40.1 If the Underwriters have expressly agreed in writing and subject to the provisions of Clause 8, the following shall apply in the event of an accident or occurrence giving rise to a general average act under the York-Antwerp Rules 1994 or under the provisions of the general average clause in the contract of affreightment.
- 40.2 The Assured shall have the option of claiming the total general average, salvage and special charges up to the amount expressly agreed by the Underwriters, without claiming general average, salvage or special charges from cargo, freight, bunkers, containers or any property not owned by the Assured on board the vessel (hereinafter the "Property Interests").
- 40.3 The Underwriters shall also pay the reasonable fees and expenses of the average adjuster for calculating claims under this Clause 40, in addition to any payment made under Clause 40.2.
- 40.4 If the Assured claims under this Clause 40, the Assured shall not claim general average, salvage or special charges against the Property Interests.
- 40.5 Claims under this Clause 40 shall be adjusted in accordance with the York-Antwerp Rules 1994, excluding the first paragraph of Rule XX and Rule XXI, relating to commission and interest.
- 40.6 Claims under this Clause 40 shall be payable without the application of the deductible(s) in Clause 15.
- 40.7 Without prejudice to any other defences that the Underwriters may have under this insurance or at law, the Underwriters waive any defences to payment under this Clause 40 which would have been available to the Property Interests, if the Assured had claimed general average, salvage or special charges from the Property Interests.
- 40.8 In respect of payments made under this Clause 40, the Underwriters waive their rights of subrogation against the Property Interests, save where the accident or occurrence giving rise to such payment is attributable to fault on the part of the Property Interests or any of them.
- 40.9 Claims under this Clause 40 shall be payable without reduction in respect of any under-insurance.
- 40.10 For the purposes of this Clause 40, special charges shall mean charges incurred by the Assured on behalf of or for the benefit of a particular interest to the adventure, for which charges the Assured is not responsible under the contract of affreightment.
- 40.1 一經保險人書面明示同意及適用第 8 條規定之情況下，於依 1994 年約克安特衛普規則或依運送契約之共同海損條款規定之共同海損行為所致生之事故或事件發生時，即適用下列規定。
- 40.2 被保險人有權就保險人所明示同意之金額範圍內，求償全部共同海損、救助及特別費用，而不向貨方、運費方、貨櫃方或船上非被保險人所有之其他財產方(以下稱"財產利害關係人")求償共同海損、救助或特別費用。
- 40.3 保險人亦同意支付海損理算師為估算本第 40 條之求償及第 40.2 條所應支付任何費用之合理酬金及費用。
- 40.4 如被保險人依本第 40 條提出求償，被保險人即不得向財產利害關係人請求共同海損、救助及特別費用。
- 40.5 依本第 40 條之求償應依照 1994 年約克安特衛普規則理算，然規則 20 第 1 項及規則 21 有關佣金及利息規定除外。
- 40.6 本第 40 條之求償應不適用第 15 條自負額規定為支付。
- 40.7 於不損及保險人依本保險或依法可得主張之任何其他抗辯之情況下，於被保險人已經向財產利害關係人請求共同海損、救助或特別費用時，保險人謹此放棄依本第 40 條之賠款可得向財產利害關係人主張之任何抗辯。
- 40.8 有關依本第 40 條之賠款，本保險人放棄其得向財產利害關係人可得主張之保險代位權利，然致生該賠款之該事件或事故係因財產利害關係人或其中任何人之疏忽所致者除外。
- 40.9 依本第 40 條求償之支付不扣減任何不足額保險。
- 40.10 為本第 40 條之目的，特別費用係指被保險人代表或為為冒險一方個別利益所發生之費用，而該費用非被保險人依運送契約所該負責者。

41. ADDITIONAL PERILS

- 41.1 If the Underwriters have expressly agreed in writing, this insurance covers
- 41.1.1 the cost of repairing or replacing any boiler which bursts or shaft which breaks, where such bursting or breakage has caused loss of or damage to the subject-matter insured covered by Clause 2.2.1, and that half of the costs common to the repair of the burst boiler or the broken shaft and to the repair of

41. 附加風險

- 41.1 經保險人書面明示同意，本保險承保：
- 41.1.1 鍋爐爆炸或軸心斷裂造成第 2.2.1 條保險標的毀損滅失時，鍋爐之修復或重置成本，及為修理該鍋爐及斷裂軸心及其所造成非第 2.3 所承保之毀損滅失之共同成本之

- the loss or damage caused thereby which is not covered by Clause 2.3.
- 41.1.2 the costs of correcting a latent defect where such latent defect has caused loss of or damage to the subject matter insured covered by Clause 2.2.2, and that half of the costs common to the correction of the latent defect and to the repair of the loss or damage caused thereby which is not covered by Clause 2.4.
- 41.1.3 loss of or damage to the vessel caused by any accident or by negligence, incompetence or error of judgment of any person whatsoever.
- Provided that such loss or damage has not resulted from want of due diligence by the Assured, Owners or Managers.
- 41.2 Master, Officers, Crew or Pilots shall not be considered Owners within the meaning of this Clause 41.1 should they hold shares in the vessel.

PART 3 - CLAIMS PROVISIONS - (01/11/03)

42. LEADING UNDERWRITER(S)

- 42.1 Where there is co-insurance in respect of this insurance, all subscribing Underwriters agree that the Leading Underwriter(s) designated in the slip or policy may act on their behalves so as to bind them for their respective several proportions in respect of the following matters (in addition to Clause 35.5)
- 42.1.1 the appointment of surveyors, experts, average adjusters and lawyers, in relation to matters which may give rise to a claim under this insurance
- 42.1.2 the duties and obligations to be undertaken by the Underwriters including, but not limited to, the provision of security
- 42.1.3 claims procedures, the handling of any claim (including, but not limited to, agreements under Clause 43.2) and the pursuit of recoveries
- 42.1.4 all payments or settlements to the Assured or to third parties under this insurance other than those agreed on an 'ex-gratia' basis.
- Notwithstanding the above, the Leading Underwriter(s), or any of them, may require any such matters to be referred to the co-subscribing Underwriters.
- 42.2 The co-subscribing Underwriters shall, to the extent of their respective several proportions, indemnify and hold harmless the Leading Underwriter(s) in respect of all liabilities, costs or expenses incurred by the Leading Underwriter(s) in respect of the matters in Clause 42.1.
- 42.3 If the Leading Underwriter(s) require expenses incurred for or on behalf of the Underwriters to be collected for a party instructed by the Leading Underwriter(s), the collecting party shall be entitled to charge 5% of the amount collected for this service or such other amount as may be agreed in advance by the Leading Underwriter(s), such fee to be paid

半額。

- 41.1.2 船舶隱有瑕疵造成第 2.2.2 條保險標的毀損滅失時，為修復該隱有瑕疵所生之成本，及為修理該隱有瑕疵及其所造成非第 2.4 所承保之毀損滅失之共同費用之半額。
- 41.1.3 任何意外或任何人不論任何原因之過失或判斷不當或錯誤所致對船舶之毀損滅失但該毀損滅失非因被保險人、船舶所有人或經理人欠缺相當注意所致。
- 41.2 持有船舶股權之船長、船副、船員或引水人不被認為本第 41.1 條所指稱之船舶所有人。

第三部分- 求償條款 - (01/11/03)

42. 首席保險人

- 42.1 本保險如有共同保險時，所有分保人同意暫保單或保單上所指定之首席保險人，就分保人於下列事項之個別比例部分(除第 35.5 條以外)，得為分保人之代表：
- 42.1.1 就可能致生本保險求償有關事項，為公證人、專家、海損理算師及律師之指派
- 42.1.2 保險人應履行之義務及責任，包括但不限於擔保之提供
- 42.1.3 求償作業、求償之處理(包括但不限於第 43.2 條之協議)，及追償之進行
- 42.1.4 所有依本保險給予被保險人或第三人賠款或結賠，但基於恩惠基礎之理賠協議除外。
- 無論前述規定為何，首席保險人或其一得要求是項情事送交給分保人參酌。
- 42.2 分保人應就其各自比例部分，對於首席保險人於第 42.1 條所生之所有責任、成本及費用，補償首席保險人或使之不受損害。
- 42.3 於首席保險人代表各保險人指派某人為所生費用之收取時，該收取人就其服務，有權洽收所收取數額之百分之五或任何事先協議之其他數額。是項費用應由各保險人支付之。

by the Underwriters.

42.4 The agreement in this Clause 42 between the Leading Underwriter(s) and co-subscribing Underwriters is subject to the exclusive jurisdiction of the English High Court of Justice and is subject to English law and practice.

43. NOTICE OF CLAIMS

43.1 In the event of an accident or occurrence whereby loss, damage, liability or expenses which may result in a claim under this insurance, notice must be given to the Leading Underwriter(s) as soon as possible after the date on which the Assured, Owners or Managers become aware of such loss, damage, liability or expenses so that a surveyor may be appointed if the Leading Underwriter(s) so desire.

43.2 If notice is not given to the Leading Underwriter(s) within 180 days of the Assured, Owners or Managers becoming aware of such loss, damage, liability or expenses, no claim shall be recoverable under this insurance in respect of any loss, damage, liability or expense, unless the Leading Underwriter(s) agree to the contrary in writing.

44. TENDER PROVISIONS

44.1 The Leading Underwriter(s) shall be entitled to decide the port to which the vessel shall proceed for docking or repair (the actual additional expense of the voyage arising from compliance with the Leading Underwriter(s)' requirements being refunded to the Assured) and shall have a right of veto concerning a place of repair or a repairing firm.

44.2 The Leading Underwriter(s) may also take tenders or may require further tenders to be taken for the repair of the vessel. Where such a tender has been taken and a tender is accepted with the approval of the Leading Underwriter(s), an allowance shall be made at the rate of 30% per annum on the insured value for the time lost between the despatch of the invitations to tender required by the Underwriters 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 that the tender is accepted without delay after receipt of the Leading Underwriter's approval.

44.3 Due credit shall be given against the allowance in Clause 44.2 for any amounts recovered in respect of fuel, stores, wages and maintenance of the Master, Officers and Crew or any member thereof, including amounts allowed in general average, and for any amounts recovered from third parties in respect of damages for detention and/or loss of profit and/or running expenses, for the period covered by the tender allowance or any part thereof.

44.4 Where a part of the cost of the repair of damage other than a fixed deductible is not recoverable from the Underwriters the allowance shall be reduced by a similar proportion.

44.5 If the Assured fails to comply with this Clause 44, a deduction of 15% shall be made from the amount of the ascertained net claim.

42.4 本第 42 條有關首席保險人與各分保人間之協議，受英國高等法院專屬管轄並適用英國法律與實務。

43. 求償通知

43.1 於得依本保險為滅失、毀損、責任或費用求償之事件或事故發生時，自被保險人、船舶所有人或經理人知曉該滅失、毀損、責任或費用之日起，應儘速通知首席保險人，以便首席保險人認為需要時，為公證人之指派。

43.2 如被保險人、船舶所有人或經理人未於知曉該滅失、毀損、責任或費用之日起一百八十日內通知首席保險人，除首席保險人另有書面同意外，有關該滅失、毀損、責任或費用，均不得依本保險為求償。

44. 招標通知

44.1 首席保險人有權利決定船舶應前往進塢或修理之港口(為符合首席保險人之要求，所發生之實際航程額外費用應償還被保險人)，且對於修理地點或修理廠並有否決之權利。

44.2 首席保險人亦可對船舶修理進行招標或要求再次招標。此類投標經保險人同意而接受，保險人依保險價值年率百分之三十，依首席保險人要求而發出招標通知起至接受招標時止之時間損失補償被保險人，然該時間損失純粹係進行招標所致，且於收到保險人同意之通知後，招標迅速被接受者為限。

44.3 前述第 44.2 條之補償應扣減招標補償期間或其他任何部分有關之燃料、物料、船長船員薪資給養，包括可獲共同海損補償之數額，及任何有關延滯及或喪失利得或營運費用損失而自第三人之追償所得。

44.4 除議定之自負額外，不能自保險人處請求之部分損害修理費用補償應比例扣減。

44.5 如被保險人未遵守本第 44 條之規定，應自確定之淨求償額中扣減百分之十五。

45. DUTIES OF THE ASSURED

- 45.1 The Assured shall, upon request and at their own expense, provide the Leading Underwriter(s) with all relevant documents and information that they might reasonably require to consider any claim.
- 45.2 Upon reasonable request, the Assured shall also assist the Leading Underwriter(s) or their authorised agents in the investigation of any claim, including, but not limited to
- 45.2.1 interviews of any employee, ex-employee or agent of the Assured
 - 45.2.2 interview(s) of any third party whom the Leading Underwriter(s) consider may have knowledge of matters relevant to the claim
 - 45.2.3 survey(s) of the subject-matter insured
 - 45.2.4 inspection(s) of the classification records of the vessel.
- 45.3 It shall be a condition precedent to the liability of the Underwriters that the Assured shall not at any stage prior to the commencement of legal proceedings knowingly or recklessly
- 45.3.1 mislead or attempt to mislead the Underwriters in the proper consideration of a claim or the settlement thereof by relying in the presentation or maintenance of such claim on any evidence, which is false
 - 45.3.2 conceal any circumstance or matter from the Underwriters material to the proper consideration of a claim or a defence to such a claim.
- 45.4 Clause 45.3 does not require the Assured at any stage to disclose to the Underwriters any document or matter which under English law is protected from disclosure by legal advice privilege or by litigation privilege.

46. DUTIES OF UNDERWRITERS IN RELATION TO CLAIMS

- 46.1 The Leading Underwriter(s) may, at their sole discretion, upon the notification of loss, damage, liability or expense arising from an accident or occurrence, which may result in a claim under this insurance
- 46.1.1 instruct a surveyor who shall report to the Leading Underwriter(s) concerning the cause and extent of damage, the necessary repairs and the fair and reasonable cost thereof and any other matter which the Leading Underwriter(s) or the surveyor consider relevant
 - 46.1.2 confirm the appointment of an independent average adjuster to assist the Assured in the preparation of the claim. If not already agreed, the Assured shall propose the average adjuster to be appointed who may be a Fellow of the Association of Average Adjusters of the United Kingdom or any other average adjuster mutually acceptable to the Assured and the Leading Underwriter(s).
- 46.2 Where such appointments are made, the Underwriters shall be responsible for payment of reasonable fees directly to the surveyor and the average adjuster irrespective of whether a claim ultimately arises under this insurance. However, the Underwriters' liability for the fees of the appointed average adjuster shall cease no later than at such time as the

45. 被保險人義務

- 45.1 被保險人一接獲請求，即應以其費用提供所有首席保險人為考量任何求償所合理請求之相關文件及資料給予首席保險人。
- 45.2 一經合理請求，被保險人應協助首席保險人或其授權之代理人進行任何求償之調查，包括但不限於下列事項：
- 45.2.1 對被保險人之任何受雇人、先前受雇人或代理人進行訪談
 - 45.2.2 對首席保險人認可能知曉求償事件有關之任何第三人進行訪談
 - 45.2.3 對保險標的為公證
 - 45.2.4 檢查被保船舶之船級紀錄
- 45.3 被保險人不應於訴訟程序開始前之任何階段有意或魯莽地為下列事項，為保險人責任之先決條件：
- 45.3.1 在保險人藉以適當考量某求償或結賠所賴以之求償證明為不實之提供或維持，誤導或企圖誤導保險人。
 - 45.3.2 對保險人在任何求償或其抗辯適當考量之重要情況或事件隱匿不報。
- 45.4 第 45.3 條不要求被保險人於任何階段向保險人揭露任何依英國法受到法律告知特權或立法特權保護之文件或事項。

46. 保險人有關求償之義務

- 46.1 於收到可能依本保險為求償之任何意外或事件致生滅失、毀損、責任或費用之通知時，首席保險人得自行決定：
- 46.1.1 為公證人之指派，該公證人應將損害原因及範圍、必要的修理及公平合理的修理費用、以及首席保險人或公證人認為有關之其他事項報告首席公證人。
 - 46.1.2 確認獨立海損理算人之指派，以協助被保險人為求償之準備。如保險人尚未同意，被保險人應將準備指派，為英國海損理算師協會成員之海損理算人或經被保險人及保險人共同同意之任何其他海損理算師為提議。
- 46.2 一旦為前述指派，無論最後是否依本保險提出求償，該公證人及海損理算師所生合理費用，應由保險人直接負責支付。然保險人對於指派海損理算師費用之責任於下列情事發生之時即應中止；保險人依本保

Underwriters pay, settle or communicate their intention to deny the claim under this insurance or when it becomes apparent that any claim is unlikely to exceed the relevant deductible(s) in Clause 15.

- 46.3 The making of such appointments is not an admission by the Underwriters that the accident, occurrence or resulting claim is covered under this insurance or a waiver of any rights or defences that the Underwriters may have under this insurance or at law.
- 46.4 The reports of the surveyor shall, subject to no conflict of interest being identified by the Leading Underwriter(s), be released without delay to the Assured and the appointed average adjuster.
- 46.5 The Leading Underwriter(s) shall be entitled to request the appointed average adjuster to provide status reports at any stage.
- 46.6 The Leading Underwriter(s) shall give prompt consideration to the making of a payment on account upon the recommendation of the appointed average adjuster or, if no adjuster is appointed, upon the request of the Assured supported by appropriate documentation.
- 46.7 The Leading Underwriter(s) shall make a decision in respect of any claim within 28 days of receipt by them of the appointed average adjuster's final adjustment or, if no adjuster is appointed, a fully documented claim presentation sufficient to enable the Underwriters to determine their liability in relation to coverage and quantum. If the Leading Underwriter(s) request additional documentation or information to make a decision, they shall make a decision within a reasonable time after receipt of the additional documents or information requested, or a satisfactory explanation as to why such documents and information are not available.

47. PROVISION OF SECURITY

If the Assured is obliged to provide security to a third party in order to prevent the arrest of, or to obtain the release of, the vessel, due to an accident or occurrence giving rise to a claim alleged to be covered under this insurance, the Underwriters shall give due consideration to assisting the Assured by providing security on behalf of the Assured or counter-security in a form to be determined by the Leading Underwriter(s).

48. PAYMENT OF CLAIMS

Claims payable under the insurance shall, subject to the terms of any assignment, be paid to the loss payee or, if no loss payee has been agreed, to the Assured or as they may direct in writing. Such payment, whether in account or otherwise, when made shall be a complete discharge of the Underwriters' obligations under this insurance in respect of the amount so paid.

49. RECOVERIES

險為支付、解決或告知其拒絕求償之意圖，或任何求償顯然不太可能超過第 15 條所規定自負額時。

- 46.3 前述指派不構成保險人對於意外或事件或對於本保險人所承保求償之承認、或保險人依本保險或依法得主張任何權利或抗辯之放棄。
- 46.4 於首席保險人認為無利益衝突之情況下，公證人報告應毫不遲延地送交被保險人及所指派之海損理算師。
- 46.5 首席保險人有權於任何階段要求所指派之海損理算師提供理算現況報告。
- 46.6 於收到所指派海損理算師有關暫付款之建議，或如無海損理算師之指派，於被保險人取其適當文件並提出請求時，首席保險人應給予立即考量。
- 46.7 首席保險人應於收到所指派海損理算師最後理算報告，或如無指派海損理算師，於接獲被保險人所提供足以使保險人決定有關其所承保之責任及額度之完備求償文件時之二十八日內做出任何理賠之決定。如首席保險人要求額外文件或資料以便為求償之決定者，保險人應於收到該所要求之額外文件或資料，或無該文件或資料之充分解釋之一合理期間內為理賠之決定。

47. 擔保提供條款

由於本保險所承保之意外或事故所致生求償之故，被保險人為避免船舶被假扣押或使船舶被釋放，而有義務提供擔保給第三人時，保險人即應適當考量，以首席保險人所決定之格式，代替被保險人提供擔保或為反擔保之協助。

48. 理賠款支付

於本保險應支付之求償款項，應依任何保險轉讓條款之約定，支付給損失受款人，或如無損失受款人之約定時，則支付給被保險人或被保險人書面直接指定之人。是項款項一旦支付，無論是否為暫付款或其他方式，保險人應完全解除其於本保險就其有關已支付之數額部分之責任。

49. 追償所得

- 49.1 The Assured shall, whether or not the Underwriters have paid a claim or agreed to pay a claim or potential claim under this insurance, take reasonable steps to
- 49.1.1 assess as soon as possible whether there are any prospects of a recovery from third parties in respect of matters giving rise to a claim or to a potential claim under this insurance
- 49.1.2 protect any claims against such third parties if necessary by the commencement of proceedings and the taking of appropriate steps to obtain security for the claim from third parties
- 49.1.3 keep the Leading Underwriter(s) and the appointed average adjuster (if any) advised of the recovery prospects and any action taken against third parties
- 49.1.4 co-operate with the Leading Underwriter(s) in the taking of such steps as may be reasonably required to pursue any claims against third parties.
- 49.2 Underwriters shall pay the reasonable costs incurred by the Assured pursuant to this Clause 49 in the same proportion as the insured losses bear to the uninsured losses (as defined in Clause 49.3.2).
- 49.3 Where the Assured have incurred reasonable costs pursuant to Clause 49.1.2 and where no claim is recoverable under this insurance, provided always that the Underwriters' written agreement to the reimbursement of such costs shall have been obtained prior to the incurring of such costs, the Underwriters shall reimburse such costs to the extent agreed, notwithstanding that no claim is recoverable under this insurance.
- 49.4 In the event of recoveries from third parties in respect of claims, which have been paid in whole or in part under this insurance, such recoveries shall be distributed between the Underwriters and the Assured as follows
- 49.4.1 the reasonable costs and expenses incurred in making the recoveries from the third party shall be deducted first and returned to the paying party
- 49.4.2 the balance shall be apportioned between the Underwriters and the Assured in the same proportion that the uninsured losses bear to the total of the insured losses and uninsured losses. For the purposes of Clause 49.2 and this Clause 49.3.2, uninsured losses shall mean loss of or damage to the subject-matter insured and any liability or expense which would have been recoverable under this insurance, but for the application of deductible(s) under Clause 15 and the limits of this insurance.
- 49.5 In the event that coverage under this insurance is not provided in accordance with Clause 6, the following shall apply
- 49.5.1 Where the insured vessel is in collision with another vessel and both vessels are to blame then, unless the liability of one or both vessels becomes limited by law, any recovery due to the Underwriters shall be
- 49.1 無論保險人是否已經支付或同意支付本保險下某一求償或可能之求償，被保險人應採行下列合理措施：
- 49.1.1 對於致生本保險求償或可能求償之事件，儘速評估是否可向第三人為追償之可能性。
- 49.1.2 向該第三人為必要的求償責任防護，於必要時，包括進行訴訟程序及採行適當措施以向該第三人取得求償所需之擔保。
- 49.1.3 就前述追償可能性及對第三人所採行之任何作為，與首席保險人及所指派的海損理算師(如有指派)保持聯繫。
- 49.1.4 對於首席保險人為對該第三人為追償所合理要求之任何措施，與首席保險人保持合作。
- 49.2 保險人應以被保損失相對於不保損失(如第 49.3.2 條所定義)之同樣比例，支付被保險人依本第 49 條所生之合理費用。
- 49.3 被保險人依第 49.1.2 條發生合理費用且無法依本保險提出求償請求時，於發生該費用前已取得保險人書面同意補償該費用之前提下，無論依本保險是否無法提出求償，保險人會補償該所同意之費用。
- 49.4 對於依本保險已經完全或部分支付之求償，而向第三人有任何追償所得時，該追償所得即應依下列方式，於保險人與被保險人間比例分配之：
- 49.4.1 向該第三人為追償所生之合理成本及費用應先扣除並返還給支付給款項之人。
- 49.4.2 餘額應於保險人與被保險人間依不保損失相對於承保損失及未承保之總額間之比值比例分配之。為第 49.2 條及本第 49.3.2 條之目的，所稱不保損失者係指依本保險可得求償之被保險標的之滅失或毀損及任何責任或費用，但因第 15 條自負額條款之適用及保險限額之適用而無法求償者。
- 49.5 如本保險雖提供之承保非依第 6 條規定，則適用下列規定：
- 49.5.1 被保險船舶與其他船舶碰撞而雙方互有過失時，除一方或雙方船舶之責任應受法律限制外，應支付給保險人之

calculated on the principle of cross-liabilities as if the respective Owners had been compelled to pay to each other such proportion of each other's damages as may have been properly allowed in ascertaining the balance or sum payable by or to the Assured in consequence of the collision.

追償款應按，如同個別船舶所有人已經被迫互相依過失比例賠付對方應獲取之損害賠償般之交叉責任原則計算，以確定被保險人因碰撞所生應付應收之餘額或數額。

50. DISPUTE RESOLUTION

Subject to the overriding provisions of Clause 1.3, disputes between the Assured and the Underwriters may, if not settled amicably by negotiation, be referred at the request of the Assured or the Underwriters to mediation or other form of alternative dispute resolution and, in default of agreement as to the procedure to be adopted, any such mediation or other form of alternative dispute resolution shall be in accordance with the current CEDR Solve model procedures.

50. 爭議處理

於適用第 1.3 條優先條款之情況下，被保險人與保險人間之爭議，如無法協商平和解決，得依被保險人或保險人之請求，進行調解或其他爭議解決方式；如雙方無法就解決方式達成協議，則應依目前「有效爭議解決中心 Centre for Effective Dispute Resolution」之爭議解決程序為調解或其他的爭議解決方式。

譯者註：本中英對照劃底線者，為與 IHC-2002 差異之處。