

國際船體費用及增值條款 (01/11/03)

(僅使用於納入國際船體條款(01/11/03)之船體及機器保險)

(僅與新海上保單格式一起使用)

INTERNATIONAL HULL DISBURSEMENTS AND INCREASED VALUE CLAUSES (01/11/03)

(For use only where the insurance on hull and machinery include the
International Hull Clauses(01/11/03))

(FOR USE WITH THE CURRENT MAR POLICY FORM)
1/11/2003

IHC-IV-2003

1. PERILS

- 1.1 This insurance covers total loss (actual or constructive) of the subject matter insured caused by
- 1.1.1 perils of the seas, rivers, lakes or other navigable waters
 - 1.1.2 fire, explosion
 - 1.1.3 violent theft by persons from outside the vessel
 - 1.1.4 jettison
 - 1.1.5 piracy
 - 1.1.6 contact with land conveyance, dock or harbour equipment or installation
 - 1.1.7 earthquake, volcanic eruption or lightning
 - 1.1.8 accidents in loading, discharging or shifting cargo, fuel, stores or parts
 - 1.1.9 contact with *satellites*, aircraft, *helicopters* or similar objects, or objects falling therefrom.
- 1.2 This insurance covers total loss (actual or constructive) of the subject matter insured caused by
- 1.2.1 bursting of boilers or breakage of shafts
 - 1.2.2 any latent defect in the machinery or hull
 - 1.2.3 negligence of Master, Officers, Crew or Pilots
 - 1.2.4 negligence of repairers or charterers provided such repairers or charterers are not an Assured under this insurance
 - 1.2.5 barratry of Master, Officers or Crew

1.承保風險

- 1.1 本保險承保保險標的因下列事故所引起之全損(實際全損或推定全損):
- 1.1.1 海上、河川、湖泊或其他可航行水域之危險
 - 1.1.2 失火、爆炸
 - 1.1.3 來自船外他人之暴力盜取行為
 - 1.1.4 投棄
 - 1.1.5 海盜
 - 1.1.6 與陸上輸送器、船塢或港口設備或設施碰觸
 - 1.1.7 地震、火山爆發或閃電
 - 1.1.8 貨物裝、卸、翻艙或填加燃料時之意外
 - 1.1.9 與衛星、飛航器、直昇機或類似物體，或自該物體掉落之其他物體碰觸
- 1.2 本保險承保保險標的因下列事故所引起之全損(實際全損或推定全損):
- 1.2.1 鍋爐破裂或軸心斷裂
 - 1.2.2 任何機器或船體之隱有瑕疵
 - 1.2.3 船長、船副、船員或引水人之疏失
 - 1.2.4 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
 - 1.2.5 船長船副船員之故意不法行為

provided that such loss or damage has not resulted from want of due diligence by the Assured, Owners or Managers.

- 1.3 Master, Officers, Crew or Pilots shall not be considered Owners within the meaning of this Clause 2 should they hold shares in the vessel.

2. EXCESS COLLISION LIABILITY

- 2.1 This insurance covers collision liability (three-fourths) recoverable under the 3/4ths Collision Liability (Clause 6) and Sistership (Clause 7) Clauses of the International Hull Clauses (01/11/03) in the insurances on hull and machinery but not payable in full by reason of such three-fourths liability exceeding three-fourths of the insured value of the vessel as stated therein, in which case the amount recoverable under this insurance shall be such proportion of the difference so arising as the amount insured hereunder bears to the total sum insured against excess liabilities.
- 2.2 In no case shall the total liability of the Underwriters under Clause 2.1 exceed the amount insured hereunder in respect of any one collision.

3. 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.

4.CONSTRUCTIVE TOTAL LOSS

- 4.1 In ascertaining whether the vessel is a constructive total loss, 80% (or such greater percentage agreed in the insurances on hull and machinery (if any)) of the insured value in the insurances on hull and machinery shall be taken as the repaired value and nothing in respect of the damaged or break-up value of the vessel or wreck shall be taken into account.
- 4.2 No claim for constructive total loss based upon the cost of recovery and/or repair of the vessel shall be recoverable hereunder unless such cost would exceed 80% (or such greater percentage agreed in the insurances on hull and machinery (if any)) of the insured value in the insurances on hull and machinery. In making this determination:
- 4.2.1 only the cost relating to a single accident or sequence of damages arising from the same accident shall be taken into account
- 4.2.2 where there is a claim under Clause 1.2.1, the costs of repairing or replacing the boiler which bursts or the

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。

- 1.3 持有船舶股權之船長、船副、船員或引水人不被認為本第 2 條所指稱之船舶所有人。

2. 超額碰撞責任

- 2.1 本保險承保船體及機器保險之國際船體條款(01/11/03)四分之三碰撞條款可獲補償之碰撞責任(四分之三)但卻因該四分之三碰撞責任超過本保單所載船舶之投保金額之四分之三而無法獲得全額賠償之部分，於此情況下，可獲本保險補償之數額應為本保險之保險價額相對於該超額責任之總保險價額間之差額之比例部分。
- 2.2 在任何情況下，保險人於第 2.1 條下有關任一碰撞之總責任不應超過本保險之投保金額。

3. 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。

4. 推定全損

- 4.1 於確定船舶是否為推定全損，應就船體及機器保險之保險金額之百分之八十(或船體及機器保險所協議之更高百分比，如有)與修理金額作比較，而不考慮受損價值、拆廢價值或殘值。
- 4.2 除追償費用及或修理費用超過船體及機器保險之保險金額的百分之八十(或船體及機器保險所協議之更高百分比，如有)外，不得要求推定全損之求償。於作此一決定時：
- 4.2.1 只考慮單一事故或同一事故所引起之接續損害之費用
- 4.2.2 依第 1.2.1 條之求償，爆炸之鍋爐或斷裂軸心之修理或更換

- shaft which breaks shall be excluded
- 4.2.3 where there is a claim under Clause 1.2.1, account shall be taken of 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
- 4.2.4 where there is a claim under Clause 1.2.2, the costs of correcting the latent defect shall be excluded
- 4.2.5 where there is a claim under Clause 1.2.2, account shall be taken of one half of the costs common to the correction of the latent defect and to the repair of the loss or damage caused thereby
- 4.2.6 no account shall be taken of the remainder of the costs as referred to under Clauses 4.2.3 or 4.2.5.
- 4.3 Provided that the Constructive Total Loss Clause (Clause 21) in the International Hull Clauses (01/11/03) (unamended, save that the applicable percentage may be greater than 80%) is contained in the insurances on hull and machinery, the settlement of a claim for constructive total loss thereunder shall be accepted as proof of the constructive total loss of the vessel.
- 4.4 Should the vessel be a constructive total loss but the claim on the insurances on hull and machinery be settled as a claim for partial loss, no payment shall be due under this Clause 4.

5. COMPROMISED TOTAL LOSS

In the event of a claim for total loss or constructive total loss being settled on the insurances on hull and machinery as a compromised total loss the amount payable hereunder shall be the same percentage of the amount insured as is paid on the said insurances.

6. INCORPORATION

- 6.1 Clauses 1.2-1.4, 12, 22-23, 25-28, 34, 36, 48 and 50 of the International Hull Clauses (01/11/03) are deemed to be incorporated in this insurance, in so far as they do not conflict with the provisions of this insurance.
- 6.2 Clauses 34 and 36 of Part 2 and Clauses 48 and 50 of Part 3 of the International Hull Clauses (01/11/03) shall be those current at the date of inception of the insurances on hull and machinery.

These Clauses 7 and 8 shall prevail notwithstanding any provision whether written typed or printed in this insurance inconsistent therewith.

7. CLASSIFICATION AND ISM

- 7.1 At the inception of and throughout the period of this insurance and any extension thereof
- 7.1.1 the vessel shall be classed with a Classification Society agreed by the Underwriters

- 成本應予以除外
- 4.2.3 依第 1.2.1 條之求償，應納入為修理爆炸鍋爐或斷裂軸心或修理其所致毀損滅失之共同成本之半額
- 4.2.4 依第 1.2.2 條之求償，隱有瑕疵之修復成本應予以除外
- 4.2.5 依第 1.2.2 條之求償，應納入為修復隱有瑕疵或修理其所致毀損滅失之共同成本之半額

4.2.6 第 4.2.3 或第 4.2.5 條所載成本之剩餘部分，不應列入。

4.3 然如船體及機器保險所規定之國際船體條款(01/11/03)(未經修改，然可適用的百分比高於百分之八十者除外)所規定之推定全損條款(第 21 條)，該保險推定全損之解決得被接受為船舶推定全損之證明。

4.4 如船舶已為推定全損，然船體及機器保險卻以分損求償處理者，依本第 4 條不予以理賠。

5. 協議全損

如全損或推定全損之求償已依船體及機器保險作為協議全損解決，本保險應支付之金額應與該保險所支付之保險金額具同樣比例。

6. 併入條款

- 6.1 國際船體條款(01/11/03)第 1.2 至 1.4 條、第 12 條、第 22 至 23 條、第 25 至 28 條、第 34 條、第 36 條、第 48 條及第 50 條就其未與本保險不相一致之處，應適用併入本保險中。
- 6.2 國際船體條款(01/11/03)第二部分第 34 及第 36 條及第三部分第 48 條及第 50 條應依本船體及機器保險開始承保之時當時有效之規定

本保險任何規定，不論手寫打字或印刷，與本條款有牴觸時，應優先適用本保險第 7 條及第 8 條之規定。

7. 船級及國際安全管理條款

- 7.1 於本保險起保及於整個保險期間及其任何延長續保期間
- 7.1.1 船舶入級於保險人所同意之船級協會之船級。

- 7.1.2 there shall be no change, suspension, discontinuance, withdrawal or expiry of the vessel's class with the Classification Society
- 7.1.3 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
- 7.1.4 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
- 7.1.5 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.
- 7.2 Unless the Underwriters agree to the contrary in writing, in the event of any breach of any of the provisions of Clause 7.1 above, this insurance shall terminate automatically at the time of such breach, provided
- 7.2.1 that if the vessel is at sea at such date, such automatic termination shall be deferred until arrival at her next port
- 7.2.2 where such change, suspension, discontinuance or withdrawal of her class under Clause 7.1.2 above has resulted from loss or damage covered by Clause 1 or by Clause 3 or by Clause 22.1.2 (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.
- 7.1.2 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。
- 7.1.3 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。
- 7.1.4 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。
- 7.1.5 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。
- 7.2 除保險人另有書面同意者外，一有違反前述第 7.1 條各項規定情事時，本保險於違反之日起自動終止，然：
- 7.2.1 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。
- 7.2.2 若前述第 7.1.2 條所規定之船級變更、中止、撤銷或撤回已造成第 1 條或第 3 條或第 22.1.2 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。

8. MANAGEMENT

- 8.1 Unless the Underwriters agree to the contrary in writing, this insurance shall terminate automatically at the time of
- 8.1.1 any change, voluntary or otherwise, in the ownership or flag of the vessel
- 8.1.2 transfer of the vessel to new management
- 8.1.3 charter of the vessel on a bareboat basis
- 8.1.4 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

8. 管理條款

- 8.1 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：
- 8.1.1 被保險船舶所有權或船籍之變更(無論為自願或其他原因)
- 8.1.2 移轉新經理人
- 8.1.3 為光船租賃
- 8.1.4 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。

requisition whether the vessel is at sea or in port.

- 8.2 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.
- 8.3 In the event of termination under Clause 8.1 or Clause 8.2 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.
- 8.4 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
- 8.4.1 comply with all statutory requirements of the vessel's flag state relating to construction, adaptation, condition, fitment, equipment, operation and manning of the vessel
- 8.4.2 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 8.4, the Underwriters shall not be liable for any loss, damage, liability or expense attributable to such breach.

9. NAVIGATION PROVISIONS

Unless and to the extent otherwise agreed by the Underwriters in accordance with Clause 10 below

- 9.1 the vessel shall not breach any provisions of this insurance as to cargo, trade or locality (including, but not limited to, Clause 11)
- 9.2 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
- 9.3 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
- 9.4 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).

10. EACH OF NAVIGATION PROVISIONS

In the event of any breach of any of the provisions of Clause 9, 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

8.2 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。

8.3 依前述第 8.1 及 8.2 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。

8.4 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：

8.4.1 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。

8.4.2 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 8.4 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。

9. 航行條款

除保險人依下述第 10 條為另外同意且就其同意之範圍：

- 9.1 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 11 條)之任何條款約定。
- 9.2 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。
- 9.3 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，須接受或被接受者除外。
- 9.4 被保船舶不應被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。

10. 任一航行條款

於違反第 9 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事件或事故所致或所生之任何毀損、滅失、

and any amended terms of cover and any additional premium required by them be agreed.

11. NAVIGATING LIMITS

Unless and to the extent otherwise agreed by the Underwriters in accordance with Clause 12, 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):

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.

Area 2 - Northern Seas

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

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.
- (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

責任或費用，保險人均不負責之。

11. 航行限制

除保險人依第 12 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：

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。

區域二：北海

- (a) White 海
- (b) Chukchi 海

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) 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 海峽及 North 峽連線以西)及 Canso 海峽 (Canso 水道以北)。

- 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
- (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.

- (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。
- (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。

12. PERMISSION FOR AREAS SPECIFIED IN NAVIGATING LIMITS

12. 航行限制特別許可區域

The vessel may breach Clause 11 and Clause 10 shall not apply, 於獲得保險人事先許可且依保險人所同

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.

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 11 條，且第 10 條不予適用。

13. PREMIUM PAYMENT

- 13.1 The Assured undertakes that the premium shall be paid :
- 13.1.1 in full to the Underwriters within 45 days (or such other period as may be agreed) of inception of this insurance; or
- 13.1.2 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.
- 13.2 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.
- 13.3 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 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.
- 13.4 In the event of cancellation under this Clause 13, 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.
- 13.5 Unless otherwise agreed, the Leading Underwriter(s) designated in the slip or policy are authorised to exercise rights under this Clause 13 on their own behalf and on behalf of all co-subscribing Underwriters. Nothing in this Clause 13.5 shall, however, prevent any co-subscribing Underwriter from exercising rights under this Clause on its own behalf.
- 13.6 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.

13. 保費支付

- 13.1 被保險人同意保險費以下列方式支付：
- 13.1.1 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
- 13.1.2 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。
- 13.2 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。
- 13.3 保險人經由保險經紀人給予被保險人之解約通知應訂有少於十五日之解約期限。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。
- 13.4 於有依本第 13 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。
- 13.5 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 13 條之權利。本第 13.5 條不應妨礙其他共同分保人依本條為自身權利之行使。
- 13.6 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。

14. LEADING UNDERWRITER(S)

- 14.1 Where there is co-insurance in respect of this insurance, all subscribing Underwriters agree that the Leading

14. 首席保險人

- 14.1 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

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 13.5)

- 14.1.1 the appointment of surveyors, experts, average adjusters and lawyers, in relation to matters which may give rise to a claim under this insurance
- 14.1.2 the duties and obligations to be undertaken by the Underwriters including, but not limited to, the provision of security
- 14.1.3 claims procedures, the handling of any claim (including, but not limited to, agreements under Clause 15.2) and the pursuit of recoveries
- 14.1.4 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.

- 14.2 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 14.1.
- 14.3 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 by the Underwriters.
- 14.4 The agreement in this Clause 14 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.

15. NOTICE OF CLAIMS

- 15.1 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.
- 15.2 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.

16. DUTIES OF THE ASSURED

- 16.1 The Assured shall, upon request and at their own expense, provide the Leading Underwriter(s) with all relevant

席保險人，就分保人於下列事項之個別比例部分(除第 13.5 條以外)，得為分保人之代表：

- 14.1.1 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
- 14.1.2 保險人應履行之義務及責任，包括但不限於擔保之提供
- 14.1.3 求償作業、求償之處理(包括但不限於第 15.2 條之協議)，及追償之進行
- 14.1.4 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。

- 14.2 分保人應就其各自比例部分，對於首席保險人於第 14.1 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。
- 14.3 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。
- 14.4 本第 14 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。

15. 求償通知

- 15.1 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。
- 15.2 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。

16. 被保險人義務

- 16.1 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

- documents and information that they might reasonably require to consider any claim.
- 16.2 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
- 16.2.1 interviews of any employee, ex-employee or agent of the Assured
- 16.2.2 interview(s) of any third party whom the Leading Underwriter(s) consider may have knowledge of matters relevant to the claim
- 16.2.3 survey(s) of the subject-matter insured
- 16.2.4 inspection(s) of the classification records of the vessel.
- 16.3 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
- 16.3.1 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
- 16.3.2 conceal any circumstance or matter from the Underwriters material to the proper consideration of a claim or a defence to such a claim.
- 16.4 Clause 16.3 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.
- 所合理請求之相關文件及資料給予首席保險人。
- 16.2 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：
- 16.2.1 對被保險人之任何受雇人、先前受雇人或代理人進行訪談
- 16.2.2 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
- 16.2.3 對保險標的為公證
- 16.2.4 檢查被保船舶之船級紀錄
- 16.3 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：
- 16.3.1 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。
- 16.3.2 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。
- 16.4 第 16.3 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。

17. DUTIES OF UNDERWRITERS IN RELATION TO CLAIMS

- 17.1 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
- 17.1.1 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
- 17.1.2 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).
- 17.2 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 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 arise under this

17. 保險人有關求償之義務

- 17.1 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：
- 17.1.1 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。
- 17.1.2 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。
- 17.2 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於本保險下發生。

insurance.

- 17.3 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.
- 17.4 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.
- 17.5 The Leading Underwriter(s) shall be entitled to request the appointed average adjuster to provide status reports at any stage.
- 17.6 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.
- 17.7 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.
- 17.3 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。
- 17.4 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。
- 17.5 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。
- 17.6 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，於被保險人取具適當文件並提出請求時，首席保險人應給予立即考量。
- 17.7 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。

18. 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).

19. RECOVERIES

- 19.1 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
- 19.1.1 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
- 19.1.2 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
- 19.1.3 keep the Leading Underwriter(s) and the appointed

18. 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。

19. 追償所得

- 19.1 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：
- 19.1.1 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。
- 19.1.2 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。
- 19.1.3 就前述追償可能性及對第三

average adjuster (if any) advised of the recovery prospects and any action taken against third parties

- 19.1.4 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.
- 19.2 Underwriters shall pay the reasonable costs incurred by the Assured pursuant to this Clause 19 in the same proportion as the insured losses bear to the uninsured losses (as defined in Clause 19.3.2).
- 19.3 Where the Assured have incurred reasonable costs pursuant to Clause 19.1.2 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.
- 19.4 In the event of recoveries from third parties which exceed the amount recoverable and payable under the insurance on hull and machinery and 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
- 19.4.1 the reasonable costs and expenses incurred in making the recoveries from the third party shall be deducted first and returned to the paying party
- 19.4.2 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 19.2 and this Clause 19.3.2, 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 the limits of this insurance.
- 19.5 In the event that coverage under this insurance is not provided in accordance with Clause 2, the following shall apply
- 19.5.1 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 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.

20. FIXED AND FLOATING OBJECTS

If the Underwriters have expressly agreed in writing and if Clauses 6 and 7 of the International Hull Clauses (01/11/03) in the insurances on hull and machinery have been amended by

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。

- 19.1.4 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。
- 19.2 保險人應以被保損失相對於不保損失(如第 19.3.2 條所定義)之同樣比例，支付被保險人依本第 19 條所生之合理費用。
- 19.3 被保險人依第 19.1.2 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。
- 19.4 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超過船體及機器保險可得請求或賠付之數額時，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：
- 19.4.1 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。
- 19.4.2 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 19.2 條及本第 19.3.2 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，但因保險限額之適用而無法求償者。
- 19.5 如本保險雖提供之承保非依第 2 條規定，則適用下列規定：
- 19.5.1 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。

20. 固定及浮動物體

於保險人業已書面同意且船體及機器保險之國際船體條款(01/11/03)第 6 及第 7 條業已依第 37 條為修改者，則第 2.1 條

Clause 37 of the said Clauses, then Clause 2.1 is amended to read as follows:

2.1 This insurance covers liability recoverable under the 3/4ths Collision Liability (Clause 6) and Sistership (Clause 7) Clauses of the International Hull Clauses (01/11/03) (as amended by Clause 37 (Fixed and Floating Objects) of the said clauses) in the insurances on hull and machinery but not payable in full by reason of such three-fourths liability exceeding three-fourths of the insured value of the vessel as stated therein, in which case the amount recoverable under this insurance shall be such proportion of the difference so arising as the amount insured hereunder bears to the total sum insured against excess liabilities.

21. 4/4THS COLLISION LIABILITY

If the Underwriters have expressly agreed in writing and if Clause 6 of the International Hull Clauses (01/11/03) in the insurances on hull and machinery has been amended by Clause 38 of the said clauses, then Clause 2.1 is amended such that the words “three-fourths” and “three fourths of” are deleted on each occasion in which they appear in Clause 2.1.

22. ADDITIONAL PERILS

22.1 the Underwriters have expressly agreed in writing and if Clause 41 of the International Hull Clauses (01/11/03) applies in the insurances on hull and machinery, then

22.1.1 Clauses 4.2.2 and 4.2.4 are hereby deleted and account shall be taken of the whole of the common costs referred to in Clauses 4.2.3, 4.2.5 and 4.2.6

22.1.2 this insurance covers total loss (actual or constructive) of 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.

22.2 Master, Officers, Crew or Pilots shall not be considered Owners within the meaning of Clause 22.1 should they hold shares in the vessel.

These following Clauses shall be paramount and shall override anything contained in this insurance inconsistent therewith.

23. WAR & STRIKES EXCLUSION

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

23.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

規定應為修改為如下：

2.1 本保險承保依船體及機器保險之國際船體條款(01/11/03)四分之三碰撞條款(第6條)及姊妹船條款(第7條)(經該條款第37條之固定及浮動物體條款為修改者)可獲補償之責任，但卻因該四分之三碰撞責任超過本保單所載船舶之投保金額之四分之三而無法獲得全額賠償之部分，於此情況下，可獲本保險補償之數額應為本保險之保險價額相對於該超額責任之總保險價額間之差額之比例部分。

21. 四分之四碰撞責任

如保險人業已明示書面同意且船體及機器保險之國際船體條款(01/11/03)第6條經該條款之第38條為修改者，則第2.1條為如下修訂：第2.1條所出現任一事務之「四分之三」及「四分之三之」用語部分予以刪除。

22. 附加風險

22.1 經保險人書面明示同意且國際船體條款(01/11/03)第41條適用於本船體及機器保險時，則本保險承保：

22.1.1 第4.2.2及4.2.4條予以刪除，且應補償第4.2.3、4.2.5及4.2.6條所載之共同成本之全額。

22.1.2 本保險承保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全損(實際或推定全損)。

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。

22.2 持有船舶股權之船長、船副、船員或引水人不被認為本第22.1條所指稱之船舶所有人。

下列條款應有至上效力，其應優先適用本保險任何與其不相一致之規定。

23. 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：

23.1 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。

- 23.2 capture seizure arrest restraint or detention (barratry and piracy excepted), and the consequences thereof or any attempt thereat
- 23.3 derelict mines torpedoes bombs or other derelict weapons of war.
- 23.4 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions

- 23.2 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。
- 23.3 棄置之水雷、魚雷、炸彈或其他棄置之戰爭武器。
- 23.4 罷工工人、閉廠工人或參與勞動紛爭、騷亂或民亂之人員。

24. TERRORIST, POLITICAL MOTIVE AND MALICIOUS ACTS EXCLUSION

24. 恐怖份子、政治動機及惡意行為除外

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

本保險不承保以下原因所致之滅失、毀損、責任或費用：

- 24.1 any terrorist
- 24.2 any person acting from a political motive
- 24.3 the use of any weapon or the detonation of an explosive by any person acting maliciously or from a political motive.

- 24.1 任何恐怖份子
- 24.2 基於政治動機所為之人
- 24.3 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。

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

25. 放射性污染、化學、生物、生化及電磁武器除外條款

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

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

- 25.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- 25.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- 25.3 any weapon employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- 25.4 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.
- 25.5 any chemical, biological, bio-chemical or electromagnetic weapon.

- 25.1 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。
- 25.2 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、具毒性、爆炸性或其他危險或污染性之財產。
- 25.3 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。
- 25.4 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。
- 25.5 任何化學、生物、生化或電磁武器。

譯者註：本中英對照劃底線者，為與 IHC-2003 差異之處。