

協會定時條款 - 運費

(僅與新海上保單格式一起使用)

本保險依據英國法律與慣例

INSTITUTE TIME CLAUSES – FREIGHT

(For use only with the new marine policy form)

This insurance is subject to English law and practice

1/11/95

ITC-FRT-1995

1 /11 /95

Clause 287

1. NAVIGATION

- 1.1 The Vessel has leave to dock ad undock, to go into graving dock, to sail or navigate with or without pilots, to go on trial trips and to assist and tow vessels or craft in distress but it is warranted that the Vessel shall not be towed, except as is customary 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. This Clause 1 shall not exclude customary towage in connection with loading and discharging.
- 1.2 This insurance shall not be prejudiced by reason of the Assured entering 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 when the Assured or their agents accept or are compelled to accept such contracts in accordance with established local law or practice.
- 1.3 The practice of engaging helicopters for the transportation of personnel, supplies and equipment to and/or from the Vessel shall not prejudice this insurance.

2. CRAFT RISKS

Including risk of craft and/or lighter to and from the vessel.

1. 航行

- 1.1 本保險承保船舶靠離碼頭、入塢、無論有無引水人在船之揚帆航行或航行、試航、協助及拖帶受難船舶或小艇，但除習慣性或於需要協助，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。本第 1 條不排除與裝卸有關之習慣性拖帶。
- 1.2 被保險人與引水人為習慣性拖帶而簽訂任何契約，而被保險人或其代理人依據當地既定法律或慣例，須接受或被追接受任何訂有限制或免除引水人、及或拖船、及或拖駁船、及或其所有權人之責任時，不應損及本保險。
- 1.3 有以直升機往返船舶從事運送人員、補給及設備之作業慣例時，不應損及本保險。

2. 駁船風險

包括從保險船舶至駁船及從駁船至保險船舶之風險。

3. CONTINUATION

Should the Vessel at the expiration of this insurance be at sea and in distress or missing, she shall, provided notice be given to the Underwriters prior to the expiration of this insurance 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.

4. BREACH OF WARRANTY

Held covered in case of any breach of warranty as to cargo, trade, locality, towage, salvage services or date of sailing provided notice be given to the Underwriters immediately after receipt of advices and any amended terms of cover and any additional premium required by them be agreed.

5. CLASSIFICATION

- 5.1 It is the duty of the Assured, Owners and Managers at the inception of and throughout the period of this insurance to ensure that
- 5.1.1 the Vessel is classed with a Classification Society agreed by the Underwriters and that her class within that Society is maintained,
 - 5.1.2 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 are complied with by the dates required by that Society.
- 5.2 In the event of any breach of the duties set out in Clause 5.1 above, unless the Underwriters agree to the contrary in writing, they will be discharged from liability under this insurance as from the date of the breach provided that if the Vessel is at sea at such date the Underwriters' discharge from liability is deferred until arrival at her next port.
- 5.3 Any incident condition or damage in respect of which the Vessel's Classification Society might make recommendations as to repairs or other action to be taken by the Assured, Owners or Managers must be promptly reported to the Classification Society.
- 5.4 Should the Underwriters wish to approach the Classification Society directly for information and/or documents, the Assured will provide the necessary authorization.

6. TERMINATION

This Clause 6 shall Prevail notwithstanding any provision whether written typed or printed in this insurance inconsistent therewith.

Unless the Underwriters agree to the contrary in writing, this insurance shall terminate automatically at the time of

- 6.1 change of the Classification Society of the Vessel, or change, suspension, discontinuance, withdrawal or expiry of her Class therein, or any of the Classification Society's periodic surveys becoming overdue unless an extension of time for such survey

3. 繼續條款

船舶於保險期間屆滿時，仍位於海上或處於危難或失蹤者，於本保險屆滿前通知保險人並按月保費比例加計保費時，得續保至到達下一港口安全之時；如船舶位於港內或處於危難中，則續保至其獲致安全為止。

4. 違反擔保

於違反貨載、貿易、航行地區、拖帶、救助服務或開航日期之擔保事項時，如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，則仍續保之。

5. 船級

- 5.1 於本保險開始及於整個保險期間，被保險人、船舶所有人及經理人有義務確使：
- 5.1.1 船舶入級於保險人所同意之船級協會，且維持其於該協會之船級，
 - 5.1.2 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。
- 5.2 如有違反第 5.1 條所規定之義務時，則除非保險人另有相反書面同意，本保險之責任自違反之日起解除之，然如船舶於該違反之日尚處於海上者，保險人責任之解除得延緩至船舶到達其下一港口。
- 5.3 對於船舶之船級協會可能會作出進行修理或其他作為有關建議之任何意外情況或損害，被保險人、船舶所有人或經理人應立即通知該船級協會。
- 5.4 當保險人欲直接與船級協會請求資料及或文件時，被保險人應提供必要之授權。

6. 終止

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 6 條之規定。

除保險人另有相反書面同意，本保險於下列情況發生時自動終止：

- 6.1 被保險船舶為船級協會之變更、或船級之變更、中止、撤銷、撤回或船級屆滿、或船級協會之任何定期檢驗到期(然船級協會對該檢驗同意延長者

be agreed by the Classification Society, provided that if the Vessel is at sea such automatic termination shall be deferred until arrival at her next port. However where such change, suspension, discontinuance or withdrawal of her Class or where a periodic survey becoming overdue has resulted from loss or damage covered by Clause 7 of this insurance 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 or in the case of a periodic survey becoming overdue without the Classification Society having agreed an extension of time for such survey,

- 6.2 any change, voluntary or otherwise, in the ownership or flag, transfer to new management, or charter on a bareboat basis or requisition for title or use of the Vessel, 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.

A pro rata daily net return of premium shall be made provided that a total loss of the Vessel, whether by insured perils or otherwise, has not occurred during the period covered by this insurance or any extension thereof.

7. PERILS

- 7.1 This insurance covers loss of or damage to the subject-matter insured caused by
- 7.1.1 perils of the seas rivers lakes or other navigable waters
 - 7.1.2 fire explosion
 - 7.1.3 violent theft by persons from outside the Vessel
 - 7.1.4 jettison
 - 7.1.5 piracy
 - 7.1.6 contact with land conveyance, dock or harbour equipment or installation
 - 7.1.7 earthquake volcanic eruption or lightning
 - 7.1.8 accidents in loading discharging or shifting cargo or fuel.
- 7.2 This insurance covers loss of or damage to the subject-matter insured
- 7.2.1 bursting of boilers breakage of shafts or any latent defect in the machinery or hull
 - 7.2.2 negligence of Master Officers Crew or Pilots
 - 7.2.3 negligence of repairers or charterers provided such repairers or charterers are not an Assured hereunder
 - 7.2.4 barratry of Master Officers or Crew
 - 7.2.5 contact with aircraft, helicopters or similar objects, or objects falling therefrom provided that such loss or damage has not resulted from want

除外)。然如船舶當時位在海面上，則該自動終止延至到達次一港口時為止。若船級之變更、中止、撤銷、撤回或定期檢驗到期係為本保險第7條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，於定期檢驗到期之情況，僅於無船級協會同意檢驗延長之時，始生效之。

- 6.2 被保險船舶所有權或船籍之變更(無論為自願或其他原因)、移轉新經理人、為光船租賃或船舶被徵收或徵用時。然如當時船上載有貨物並已駛離裝載港或於海上空載航行，一經請求，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，不論船舶在海面或港內，該自動終止自徵收或徵用之日起十五天後生效。

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。

7. 承保風險

- 7.1 本保險承保保險標的因下列事故所引起之毀損或滅失：
- 7.1.1 海上、河川、湖泊或其他可航行水域之危險
 - 7.1.2 失火、爆炸
 - 7.1.3 來自船外他人之暴力盜取行為
 - 7.1.4 投棄
 - 7.1.5 海盜
 - 7.1.6 與陸上輸送器、船塢或港口設備或設施碰觸
 - 7.1.7 地震、火山爆發或閃電
 - 7.1.8 貨物裝、卸、翻艙或填加燃料時之意外。
- 7.2 本保險承保保險標的因下列事故所引起之毀損或滅失：
- 7.2.1 鍋爐破裂、軸心斷裂、或任何機器或船體之隱有瑕疵
 - 7.2.2 船長、船副、船員或引水人之疏失
 - 7.2.3 修理廠或租傭船人之疏失，但該修理廠或租傭船人須非為本保險之被保險人
 - 7.2.4 船長船副船員之惡意不法行為
 - 7.2.5 與飛航器或類似物體，或自該物體掉落之其他物體碰觸，然以毀損或滅失非由於被保險人、

of due diligence by the Assured, Owners, Managers or Superintendents or any of their onshore management.

7.3 Masters Officers Crew or Pilots not to be considered Owners within the meaning of this Clause 6 should they hold shares in the Vessel.

8. POLLUTION HAZARD

This insurance covers loss of or damage to the subject matter insured 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 a peril covered by 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 not to be considered Owners within the meaning of this Clause 7 should they hold shares in the Vessel.

9. FREIGHT COLLISION LIABILITY

9.1 It is further agreed that if the vessel shall come into collision with any other vessel and the Assured shall in consequence thereof become liable to pay and shall pay by way of damages to any other person or persons any sum or sums in respect of the amount of freight taken into account in calculating the measure of the liability of the Assured for

9.1.1 loss of or damage to any other vessel or property on any other vessel

9.1.2 delay to or loss of use of any such other vessel or property thereon

9.1.3 general average of, salvage of, or salvage under contract of, any such other vessel or property thereon, the Underwriters will pay the Assured such proportion of three-fourths of such sum or sums so paid applying to freight as their respective subscriptions hereto bear to the total amount insured on freight, or to the gross freight earned on the voyage during which the collision occurred if this be greater.

9.2 Provided always that:

9.2.1 liability of the Underwriters in respect of any one such collision shall not exceed their proportionate part of three-fourths of the total amount insured hereon on freight, and in cases in which, with the prior consent in writing of the Underwriters, the liability of the vessel has been contested or proceedings have been taken to limit liability, they will also pay a like proportion of three-fourths of the costs, appertaining proportionately to the freight portion of damages, which the Assured shall thereby incur or be compelled to pay;

9.2.2 no claim shall attach to this insurance:

9.2.2.1 which attaches to any other insurances covering collision liabilities

9.2.2.2 which is, or would be, recoverable in the terms of the Institute 3/4ths Collision Liability Clause if the vessel were insured in the terms of such Institute 3/4ths Collision Liability Clause for a

船舶所有人、經理人或監工人員或其任何岸上管理人員欠缺相當注意所引起者為限。

7.3 持有船舶股權之船長、船副、船員或引水人不被認定為本第 6 條所指稱之船舶所有人。

8. 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所承保之風險直接所致之污染危險或其威脅因而造成保險標的之滅失，然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 7 條所指稱之船舶所有人。

9. 運費碰撞責任

9.1 謹此另外同意，於船舶與任何其他船舶發生碰撞，被保險人因此應負責且必須賠付任何其他他人或數人之損害賠償時，就為計算被保險人就下列事項之責任而納入計算之運費數額之任何數額：

9.1.1 任何其他船舶或其上財物之毀損或滅失

9.1.2 任何該其他船舶或其上財物之遲延或喪失使用

9.1.3 任何該其他船舶或其上財物之共同海損、救助或契約救助，就本條各項運費已支付之數額或數額相對於運費總投保金額(或碰撞航次所賺取之總運費，如此部分數額較高)之四分之三比例部分，保險人同意支付給被保險人。

9.2 但書：

9.2.1 保險人有關任一碰撞之責任不應超過運費保險所投保之總金額之四分之三比例部分，且於保險人事先書面同意下，保險人亦同意支付被保險人所發生或被迫為責任抗辯或進行限制責任訴訟而就運費部分應負擔損害賠償之法律費用之四分之三；

9.2.2 本保險不承保下列求償：

9.2.2.1 任何承保碰撞責任之其他保險所承保之求償

9.2.2.2 如船舶依協會四分之三碰撞責任條款時，其所投保之總噸位每噸價值(依 1969 年船舶噸位丈

value per ton of her gross tonnage (calculated in accordance with the tonnage measurement rules contained in Annex 1 of the International Convention of Tonnage Measurement of Ships 1969) not less than the equivalent in pounds sterling, at the time of commencement of this insurance, of the vessel's limit of liability calculated in accordance with Article 6.1(b) of the 1976 Limitation Convention.

9.2.3 this Clause 9 shall in no case extend or be deemed to extend to any sum which the Assured may become liable to pay or shall pay for or in respect of:

9.2.3.1 removal or disposal, under statutory powers or otherwise, of obstructions, wrecks, cargoes or any other thing whatsoever

9.2.3.2 any real or personal property or thing whatsoever except other vessels or property on other vessels

9.2.3.3 pollution or contamination 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)

9.2.3.4 the cargo or other property on or the engagements of the vessel

9.2.3.5 loss of life, personal injury or illness.

10. SISTERSHIP

Should the Vessel hereby insured 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 riot interested in the Vessel hereby insured; 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.

11. GENERAL AVERAGE AND SALVAGE

11.1 This insurance covers the proportion of salvage, salvage charges and/or general average attaching to freight at risk of the Assured, reduced in respect of any under-insurance.

11.2 Adjustment to be 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.

11.3 No claim under this Clause 11 shall in any case be allowed where the loss was not incurred to avoid or in connection with the avoidance of a peril insured against.

11.4 No claim under this Clause 11 shall in any case be allowed for or in respect of

量國際公約附錄一所規定之噸位測量規則為測算)不低於等同於本保險起保時，依1976年海事求償責任限制公約第6(1)(b)條計算所得之船舶責任限制額之英鎊價值，船舶依協會四分之三碰撞責任條款之規定可或得主張之求償。

9.2.3 本第9條於任何情況下均不應擴及或被視為擴及被保險人就下列事項應負責且必須賠付之任何款項：

9.2.3.1 障礙物、殘骸、貨物或其他物品依公權力之移除或處置

9.2.3.2 非其他船舶或其上財物之任何不動產、動產或物品

9.2.3.3 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)

9.2.3.4 船舶上之貨物或其他財物或與船舶有關之使用約定

9.2.3.5 人身之死亡、受傷或患病。

10. 姊妹船條款

本保險所承保之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；然於此情況下，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。

11. 共同海損與救助

11.1 本保險承保比例扣減任何不足額保險後，附屬於被保險人運費風險之救助、救助費用及或共同海損。

11.2 如運送契約無特別規定，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，理算應根據約克安特衛普規則。

11.3 本第11條不賠償非為避免或有關避免承保危險所發生之損失。

11.4 本第11條在任何情況下均不補償下列有關之求償：

11.4.1 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

11.4.2 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.

11.5 Clause 11.4 shall not however exclude any sum which the Assured shall pay to salvors for or in respect of salvage remuneration in which the skill and efforts of the salvors in preventing or minimizing 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.

12. FRANCHISE

This insurance does not cover partial loss, other than general average loss, under 3% unless caused by fire, sinking, stranding or collision with another vessel. Each craft and/or lighter to be deemed a separate insurance if required by the Assured.

13. ASSIGNMENT

No assignment of or interest in this insurance or in any moneys which may be or become payable thereunder 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 thereunder.

14. MEASURE OF INDEMNITY

14.1 The amount recoverable under this insurance for any claim for loss of freight shall not exceed the gross freight actually lost.

14.2 Where insurances on freight other than this insurance are current at the time of the loss, all such insurances shall be taken into consideration in calculating the liability under this insurance and the amount recoverable hereunder shall not exceed the rateable proportion of the gross freight lost, notwithstanding any valuation in this or any other insurance.

14.3 In calculating the liability under this Clause 11 all insurances on freight shall likewise be taken into consideration.

14.4 Nothing in this Clause 14 shall apply to any claim arising under Clause 16.

15. LOSS OF TIME

This insurance does not cover any claim consequent on loss of time

11.4.1 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。

11.4.2 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。

11.5 第 11.4 條無論如何不應排除參考 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任何數額。

12.起賠額

本保險不承保除共同海損損失外，低於 3% 之部分損失，除非係由失火、沈船、擱淺或與其他船舶碰撞所致。一經被保險人要求，任一駁船或平底船應視為一單獨保險。

13. 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上，並於保險人支付任何賠償或退還保險費前已將該批註附加於保險單上。

14.補償限額

14.1 依本保險任何運費損失之任何求償可得請求補償之數額不應超過實際損失之總運費。

14.2 除本保險外，於損失當時尚有其他運費保險承保者，於計算本保險之責任時應將該所有保險納入考量，於本保險可得請求補償之數額，不論本保險或任何其他保險之價值多寡，不應超過總運費損失之比例部分。

14.3 於計算本第 11 條責任時，所有運費保險均應予以同等考量。

14.4 本第 14 條規定不適用於第 16 條所生之任何求償。

15.時間損失

本保險不承保無論是否為海上危險或其

whether arising from a peril of the sea or otherwise.

他原因所致時間損失所生之任何求償。

16. TOTAL LOSS

- 16.1 In the event of the total loss (actual or constructive) of the vessel named herein the amount insured shall be paid in full, whether the vessel be fully or partly loaded or in ballast, chartered or unchartered.
- 16.2 In ascertaining whether the vessel is a constructive total loss, 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 breakup value of the vessel or wreck shall be taken into account.
- 16.3 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 16.

16.全損

- 16.1 於本保險所列名之船舶發生全損時(實際全損或推定全損)，無論該船舶是否滿載、半載或空載、亦無論是否被租傭或未租傭，均應全額賠付保險金額。
- 16.2 於確定船舶是否為推定全損時，船體及機器保險之保險金額應作為修復後之價值，且不考量船舶或殘骸之受損或拆廢價值。
- 16.3 船舶成為推定全損，然船體及機器保險之求償係以分損處理時，不得依本第 16 條求償。

17. RETURNS FOR LAY-UP AND CANCELLATION

17.1 To return as follows:

- 17.1.1 pro rata monthly net for each uncommenced month if this insurance be cancelled by agreement,
- 17.1.2 for each period of 30 consecutive days the Vessel may be laid up in a port or in a lay-up area provided such port or lay-up area is approved by the Underwriters :
- (a) per cent net not under repair
(b)per cent net under repair.
- 17.1.3 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.
- 17.1.4 If the Vessel is under repair during part only of a period for which a return is claimable, the return shall be calculated pro rata to the number of days under 17.1.2 (a) and (b) respectively.

17.2 PROVIDED ALWAYS THAT

- 17.2.1 a total loss of the Vessel, whether by insured perils or otherwise, has not occurred during the period covered by this insurance or any extension thereof
- 17.2.2 in no case shall a return 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.
- 17.2.3 loading or discharging operations or the presence of cargo on board shall not debar returns 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
- 17.2.4 in the event of any amendment of the annual rate, the above rates of return shall be adjusted accordingly.

17. 停航退費與合約取消

17.1 退費如下：

- 17.1.1 本保險如經雙方同意解除，應就未到期月份按比例退還淨保費，
- 17.1.2 以三十個連續日為一期計算，船舶如於一港或一停航區域停航，而該港或該停航區域業經保險人同意時：
- (a) 未修理情形下__%淨退費
(b) 修理情形下__%淨退費
- 17.1.3 所進行之工作係有關船舶一般損耗及或遵守船級協會檢驗之建議者，船舶不應被認定為進行修理，然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保險所承保，均應認定為進行修理。
- 17.1.4 如部份可請求退費之停航期間有進行修理，則退費可按上列第 17.1.2(a)及(b)兩項分別時間比例計算。

17.2 然以：

- 17.2.1 船舶於本保險期間或本保險延長期間內未發生全損，且不論全損是否為承保危險所致。
- 17.2.2 船舶如停航於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。
- 17.2.3 裝卸作業或貨物在船並不影響退費，然如船舶作為貨物儲存或作駁船之用，則不得退費。
- 17.2.4 年保費率改變時，停航退費率亦隨之改變。

17.2.5 in the event of any return recoverable under this Clause 17 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 period rates 17.1.2(a) and/or (b) above for the number of days which come within the period of this insurance 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 17.1.2(a) or (b) above.

The following clauses shall be paramount and shall override anything contained in this insurance inconsistent therewith.

18. WAR EXCLUSION

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

- 18.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
- 18.2 capture seizure arrest restraint or detainment (barratry and piracy excepted), and the consequences thereof or any attempt thereat
- 18.3 derelict mines torpedoes bombs or other derelict weapons of war.

19. STRIKES EXCLUSION

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

- 19.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
- 19.2 any terrorist or any person acting from a political motive.

20. MALICIOUS ACTS EXCLUSION

In no case shall this insurance cover loss damage liability or expense arising from

- 20.1 the detonation of an explosive
 - 20.2 any weapon of war
- and caused by any person acting maliciously or from a political motive.

21. RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE

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

- 21.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the

17.2.5 依本第 17 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，本保險只負責發生於本保單期間之比例依第 17.1.2(a) 及或 (b) 之比率退費，由被保險人選擇，該重疊期間可自停航之第一天起算，或符合第 17.12(a) 或第 17.1.2(b) 條規定之三十連續日的第一天起算。

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。

18. 戰爭除外

本保險不承保以下原因所致之滅失、毀損、責任或費用：

- 18.1 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
- 18.2 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
- 18.3 棄置之水雷、魚雷、炸彈或其他棄置之戰爭武器。

19. 罷工除外

本保險不承保以下原因所致之滅失、毀損、責任或費用：

- 19.1 罷工、封鎖、參與罷工人員所致之暴動或民變
- 19.2 任何恐怖份子或出於政治因素之個人行為。

20. 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：

- 20.1 炸藥爆炸
 - 20.2 任何戰爭武器
- 及任何人員之惡意行為或具政治動機所為之人所致。

21. 放射性污染除外

於任何情況下，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：

- 21.1 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

- combustion of nuclear fuel
- 21.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- 21.3 any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- 21.2 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
- 21.3 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。