

協會防護及補償條款 船體 - 定時

(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 PROTECTION AND INDEMNITY CLAUSES HULLS - TIME

(For use only with the new marine policy form)

This insurance is subject to English law and practice

20/7/87

ITC-P&I-1987

20 /7/87

1. Protection and Indemnity

1.1 The Underwriters agree to indemnify the Assured for any sum or sums paid by the Assured to any other person or persons by reason of the Assured becoming legally liable, as owner of the Vessel, for any claim, demand, damages and/or expenses, where such liability is in consequence of any of the following matters or things and arises from an accident or occurrence during the period of this insurance :

1.1.1 loss of or damage to any fixed or movable object or property or other thing or interest whatsoever, other than the Vessel, arising from any cause whatsoever in so far as such loss or damage is not covered by Clause 8 of the Institute Time Clauses Hulls 1/10/83 with 4/4ths substituted for 3/4ths in line nos. 80, 81, 98 and 99

1.1.2 any attempted or actual raising, removal or destruction of any fixed or movable object or property or other thing, including the wreck of the Vessel, or any neglect or failure to raise, remove or destroy the same

1.1.3 liability assumed by the Assured under contracts of customary towage for the purpose of entering or leaving port or maneuvering within the port during the ordinary course of trading

1.1.4 loss of life, personal injury, illness or payments made for life salvage

1.1.5 liability under Clause 1(a) of the current Lloyd's Standard Form of Salvage Agreement in respect of unsuccessful,

1. 防護及補償

1.1 因被保險人處於船舶所有人地位依法應負責賠付於保險期間之任一意外事件或事故及下列事項或事故所致任何求償、要求、損害賠償及或費用之責任時，就被保險人已賠付任何他人或數人之任何款項或數款項，保險人同意補償被保險人：

1.1.1 任何原因所致對船舶以外之任何固定或浮動物體或財物或其他物件或利益之毀損滅失，然僅限於協會定時船體條款 1/10/83 第 8 條第 80、81、98 及 99 行，由四分之四取代四分之三後所不承保之毀損滅失為限。

1.1.2 企圖或實際浮起、移除或摧毀任何固定或浮動物體或財物或其他物件，包括船舶之殘骸，或浮起移除或摧毀之任何過失或疏失

1.1.3 於一般貿易過程中為進港、離港或移港目的所定通常拖帶契約下被保險人所承負之責任

1.1.4 人命喪失、受傷、患病或人命救助之報酬

1.1.5 依勞依茲救助契約標準格式第 1 條(a)項有關不成功或部份成功

partially successful, or uncompleted services if and to the extent that the salvor's expenses plus the increment exceed any amount otherwise recoverable under the Agreement.

1.2 The Underwriters agree to indemnify the Assured for any of the following arising from an accident or occurrence during the period of this insurance:

1.2.1 the additional cost of fuel, insurance, wages, stores, provisions and port charges reasonably incurred solely for the purpose of landing from the Vessel sick or injured persons or stowaways, refugees, or persons saved at sea

1.2.2 additional expenses brought about by the outbreak of infectious disease on board the Vessel or ashore

1.2.3 fines imposed on the Vessel, on the Assured, or on any Master Officer crew member or agent of the Vessel who is reimbursed by the Assured, for any act or neglect or breach of any statute or regulation relating to the operation of the Vessel, provided that the Underwriters shall not be liable to indemnify the Assured for any fines which result from any act neglect failure or default of the Assured their agents or servants other than Master Officer or crew member

1.2.4 the expenses of the removal of the wreck of the Vessel from any place owned, leased or occupied by the Assured

1.2.5 legal costs incurred by the Assured, or which the Assured may be compelled to pay, in avoiding, minimizing or contesting liability with the prior written consent of the Underwriters.

Exclusions

1.3 Notwithstanding the provisions of Clauses 1.1 and 1.2 this Clause 1 does not cover any liability cost or expense arising in respect of;

1.3.1 any direct or indirect payment by the Assured under workmen's compensation or employers' liability acts and any other statutory or common law, general maritime law or other liability whatsoever in respect of accidents to or illness of workmen or any other persons employed in any capacity whatsoever by the Assured or others in on or about or in connection with the Vessel or her cargo materials or repairs

1.3.2 liability assumed by the Assured under agreement expressed or implied in respect of death or illness of or injury to any persons employed under a contract of service or apprenticeship by the other party to such agreement

1.3.3 punitive or exemplary damages, however described

1.3.4 cargo or other property carried, to be carried or which has been carried on board the Vessel but this Clause 1.3.4 shall not exclude any claim in respect of the extra cost of removing cargo from the wreck of the Vessel

1.3.5 property, owned by builders or repairers or for which they are responsible, which is on board the Vessel

1.3.6 liability arising under a contract or indemnity in respect of containers, equipment, fuel or other property on board the Vessel and which is owned or leased by the Assured

1.3.7 cash, negotiable instruments, precious metals or stones,

或未完成救助服務應支付給救助人之費用加上依該契約可請求任何數額之增加部份之責任。

1.2 保險人同意補償被保險人於保險期間發生任一事件或事故所致：

1.2.1 完全為使船上患病受傷人員或偷渡客、難民或海上救起之人安排上岸之目的合理發生之額外油料、保險、薪津、物料、糧食供應及港口費用

1.2.2 船上或岸上爆發傳染性疾病所生之額外費用

1.2.3 任何有關船舶營運之行為或過失或違反相關法律規章而課以船舶、船長或被保險人應對其賠償之任何船長船副船員或船舶代理行之罰金，然保險人不負責補償除船長船副或船員外之被保險人、被保險人之代理人或受雇人之任何疏失或過錯所致之任何罰金

1.2.4 從被保險人所有、租用或佔用之任何處所移除船舶殘骸之費用

1.2.5 被保險人所生之法律費用或被保險人為避免、減輕或責任抗辯而被迫支付並經保險人事先書面同意之法律費用

除外規定

1.3 第1條第1.1項及1.2項不承保下列事項所致生之任何責任費用或開支：

1.3.1 被保險人依工人賠償法或雇用人責任法或其他任何制定法或普通法或一般海事法或由於任何工人或任何其他受雇於被保險人或其他人從事有關或關於船舶或其貨物、物料或修理意外事件之其他責任所為直接或間接之賠償

1.3.2 依雇用契約受雇之任何人或實習人員死亡受傷或患病，被保險人依該契約之明示或默示協議所應承負之責任

1.3.3 任何型態之懲罰性損害賠償

1.3.4 船上所運載或即將運載或已經運載之貨物或其他財物，然對於從船舶殘骸上移除貨物之額外費用，本 1.3.4 條除外規定不予適用

1.3.5 造船廠或修理廠所屬或其應負責置放於船上之財物

1.3.6 有關被保險人所有或所租用之貨櫃、設備、油料或船上其他財物之補償性契約所生之責任

1.3.7 屬於船上人員所有之現金、可轉讓債券、貴重金屬或礦石、

valuables or objects of a rare or precious nature, belonging to persons on board the Vessel, or non-essential personal effects of any Master, Officer or crew member

1.3.8 fuel, insurance, wages, stores, provisions and port charges arising from delay to the Vessel while awaiting a substitute for any Master, Officer or crew member

1.3.9 fines or penalties arising from overloading or illegal fishing

1.3.10 pollution or contamination of any real or personal property or thing whatsoever (This Clause 1.3.10 shall not exclude any amount recoverable under Clause 1.1.5)

1.3.11 general average, sue and labour and salvage charges, salvage, and/or collision liability to any extent that they are not recoverable by reason of the agreed value and/or the amount insured in respect of the Vessel being inadequate

1.3.12 earthquake or volcanic eruption.

1.4 PROVIDED ALWAYS THAT

1.4.1 prompt notice must be given to the Underwriters of every casualty event or claim upon the Assured which may give rise to a claim hereunder and of every event or matter which may cause the Assured to incur liability costs or expense for which he may be insured hereunder.

1.4.2 the Assured shall not admit liability for or settle any claim for which he may be insured hereunder without the prior written consent of the Underwriters.

2. LIMITS

2.1 Where the Assured or the Underwriters may or could have limited their liability the indemnity under this insurance in respect of such liability shall not exceed Underwriters' proportionate part of the amount of such limitation.

2.2 In no case shall the Underwriters' liability under this insurance exceed their proportionate part of the amount insured hereunder in respect of each separate accident or occurrence or series of accidents arising out of the same event.

3. DEDUCTIBLE

3.1 Notwithstanding the provisions of Clause 1 no claim shall be payable under this insurance unless such claim, or the aggregate of all such claims arising out of each separate accident or occurrence, exceeds _____ in which case this sum shall be deducted.

3.2 Excluding any interest comprised therein, recoveries against any claims which is subject to the above deductible shall be credited to the Underwrites in full to the extent of the sum by which the aggregate of the claim unreduced by any recoveries exceeds the above deductible.

3.3 Interest in recoveries shall be apportioned between the Assured and the Underwriters, taking into account the sums paid by the Underwriters and the dates when such payments were made, notwithstanding that by the addition of interest the

高價品或具稀有貴重本質之物品、或任何船長船副或船員之非基本個人行李

1.3.8 船舶為等候任何替代船長船副或船員之人員耽擱所生之油料、保險費、薪津、物料、糧食供應及港口費用

1.3.9 超載或非法釣魚之罰金或罰款

1.3.10 任何個人動產或財物或物品之汙染或汙損(本第 1.3.10 條不適用第 1.1.5 條可求償之數額)

1.3.1 由於船舶協議價值及或投保金額不適當而無法求償之共同海損、損害防阻及救助費用、救助、及或碰撞責任

1.3.2 地震或火山爆發。

1.4 但書

1.4.1 被保險人發生任何可能會依本保險為求償之意外事故或求償及任何會造成被保險人承負本保險可能承保之責任費用或開支之事件或事項，應立即通知保險人。

1.4.2 無保險人事先書面同意，被保險人不得承認或解決任何本保險可能承保之責任或求償。

2. 責任限制

2.1 如被保險人或保險人或得或能主張限制其責任時，有關該責任依本保險之補償，不應超過保險人就該責任限制下之比例部分。

2.2 保險人於本保險有關任一單獨事故或事件或同一事件所生之一連串事故之責任，在任何情況下均不應超過投保金額之比例部分。

3. 自負額

3.1 無論第 1 條規定為何，除所有單一意外或事故累計之求償超過 _____ 外，本保險不賠付承保危險所致之求償，於超過之情形下，此金額應予扣除。

3.2 依據前述自負額，任何求償之追償所得，不計其利息，就未扣減任何追償所得超過自負額之求償總和部份，應全數償還保險人。

3.3 追償所得款之利息應比例分配給被保險人與保險人，斟酌保險人賠付之金額及賠付日期，且不論計入利息會使保險人可能收取比他們賠付金額更大

Underwriters may receive a larger sum than they have paid.

之數額。

4. NAVIGATION

The Vessel has leave to dock and 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 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 without the prior written agreement of the Underwriters. This Clause 4 shall not exclude customary towage in connection with loading and discharging.

4. 航行

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，未經保險人事先書面同意，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、及或租僱船人事先以契約安排之拖帶或救助服務。本第 4 條不排除與裝卸有關之習慣性拖帶。

5. TERMINATION

This Clause 5 shall prevail notwithstanding any provision whether written typed or printed in this insurance inconsistent therewith.

5. 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，應優先適用本保單第 5 條之規定。

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

除保險人以書面表示相反意見外，本保險於下列情況發生時自動終止：

- 5.1 change of the Classification Society of the Vessel, or change, suspension, discontinuance, withdrawal or expiry of her Class therein. However where such change, suspension, discontinuance or withdrawal of her Class has resulted from loss or damage covered by Clause 6 of the Institute Time Clauses - Hulls 1/10/83 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 not operate.
- 5.2 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. 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 in port or at sea.

- 5.1 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。若船級之變更、中止、撤銷及撤回係為協會定時船體條款(1/10/83)第 6 條或依現行協會定時船體戰爭及罷工條款所承保之毀損或滅失所引起時，該自動終止不生效力。
- 5.2 被保險船舶所有權或船籍之變更(無論自願或其他原因)、移轉新經理人、為光船租賃或船舶被徵收或徵用時。徵收或徵用無被保險人事先書面同意者，不論船舶在港內或海上，該自動終止自徵收或徵用之日起十五天後生效。

6. BREACH OF WARRANTY

Held covered in case of any break 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.

6. 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，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，則得續保之。

7. 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 recognized by the Underwrites unless a dated notice of such assignment or interest signed by the Assured, and by the assignor in case of subsequent assignment, is endorsed on the Policy and the Policy with such endorsement is produced before payment of any

7. 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，然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本保險單，且於保險人支付任何賠償或退還保險費前已將該批

claim or return of premium thereunder.

註附加於保險單上者除外。

8. DUTY OF ASSURED

It is a condition of this insurance that the Assured and their servants and agents take such measures as may be reasonable for the purpose of averting or minimizing a loss which would be recoverable under this insurance.

8. 被保險人之義務

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. RETURNS FOR CANCELLATION

To return pro rata monthly net for each uncommenced month if this insurance be canceled either by agreement or by the operation of Clause 5 provided that a total loss of the Vessel, whether by insured perils or otherwise, has not occurred during the period of this insurance or any extension thereof.

9. 解約退費

本保險如經雙方同意解除或依第 3 條而解除，應就未到期月份按比例退還淨保費，然以船舶在本保險期間或本保險之延長期間內未發生全損為限，無論該全損是否為承保危險所致。

10. WAR, STRIKES, MALICIOUS ACTS AND NUCLEAR RISKS PARAMOUNT EXCLUSION

In no case shall this insurance cover liability cost or expense arising as a result of the operation of one or more of the following perils:

- 10.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
- 10.2 capture seizure arrest restraint or detainment (barratry and piracy excepted), and the consequences thereof or any attempt threat
- 10.3 derelict mines torpedoes bombs or other derelict weapons of war
- 10.4 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
- 10.5 any terrorist or any person acting from a political motive
- 10.6 the use of any weapon of war, or the detonation of an explosive, by any person acting maliciously or from a political motive
- 10.7 any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

10. 戰爭、罷工、惡意行為及核子風險至上除外條款

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：

- 10.1 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
- 10.2 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
- 10.3 棄置之水雷、魚雷、炸彈或其他棄置之戰爭武器
- 10.4 罷工工人、閉廠工人或參與勞動紛爭、騷亂或民亂之人員
- 10.5 任何恐怖份子或基於政治動機所為之人
- 10.6 任何戰爭武器之使用及任何人員之惡意行為、或因政治動機所為
- 10.7 運用原子、核子分裂或融合或其他類似反應、或放射性之任何戰爭武器。