

協會船體條款_1888

“1888 條款”

倫敦保險人協會建議，使用於船體年度保單上

INSTITUTE HULL CLAUSES_1888

The "1888 Clauses."

As Recommended by The Institute of London Underwriters

For Adoption in The Year's Policies on Hulls

ITC-1888

And it is further agreed that if the ship hereby insured shall come into collision with any other ship or 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 not exceeding in respect of any one such collision the value of the ship hereby insured, this Company will pay the assured such proportion of three-fourths of such sum or sums so paid as its subscription hereto bears to the value of the ship hereby insured, and in cases in which the liability of the ship has been contested with the consent in writing of this Company, the Company will also pay a like proportion of three-fourths of the costs which the assured shall thereby incur or be compelled to pay.

謹此進一步同意，因被保險船舶與任何其他船舶發生碰撞而因此使被保險人依法應負責賠付任何其他人或數人不超過任一碰撞有關被保險船舶之價值以作為損害賠償時，本保險公司會支付被保險人已賠付任何其他人或數人之任何款項或數款項相對於被保險船舶價值之四分之三，且如本保險公司書面同意時，對於船舶責任之抗辯，本保險公司亦會支付被保險人所發生或被迫支付之法律費用之四分之三。

Provided always that this Clause shall in no case extend to any sum which the assured may become liable to pay, or shall pay for removal of obstructions under statutory powers, for injury to harbours, wharves, piers, stages, and similar structures, consequent on such collision, or in respect of the cargo or engagements of the insured vessel, or for loss of life or personal injury.

本條款無論如何不包括因該碰撞後依法為障礙物移除或損及港口、碼頭、堤岸、浮動碼頭及類似設施或有關貨物或被保險船舶之使用或人命傷亡之被保險人應賠付或與其有關之任何款項。

The warranty and conditions as to average under 3 percent. to be applicable to each voyage as if separately insured, and not to the whole time insured.

百分之三以下海損之擔保及條件適用於任一航程(如為單獨投保)，且不適用於整個投保期間。

In port and at sea, in docks and graving docks, and on ways, gridirons and pontoons, at all times, in all places, and on all occasions, services and trades whatsoever and wheresoever, under steam or sail, with leave to sail with or without pilots, to tow and assist vessels or craft in all situations, and to be towed and to go on trial trips.

任何時間、任何地點及任何時候、服務及貿易、於港內及海上、於船塢或乾塢、於航道、於船台及浮箱，無論是否為蒸汽或風帆啟航，無論有無引水人在船，於任何情況下拖帶及協助船舶或艇具，及被拖及試航。

Average payable on each valuation separately or on the whole, without deduction of thirds, new for old, whether the average be particular or general.

每一單獨或整體之船價所應支付之海損，無論是否為單獨或共同海損，均不扣減新換舊之三分之

一。

General Average and Salvage Charges payable according to foreign statement, or per York-Antwerp rules if in accordance with the contract of affreightment.

依照外國理算或如運送契約有規定時依照約克安特衛普規則，應支付之共同海損及救助費用。

In the event of deviation from the terms and conditions of this Policy, it is hereby agreed to hold the assured covered, premium to be arranged, provided due notice be given by the assured on receipt of advices of such deviation.

於有偏離本保單之條件及條款時，被保險人一收到該偏離通知後立即通知且另行協議保費後，謹此同意給予被保險人續保。

Should the above vessel be at sea on the expiration of this policy, it is agreed to hold her covered until arrival at port of destination, or until lost, at a pro rata monthly premium, if so desired by the owners.

本保單期滿時船舶仍位於海上者，一經船舶所有人請求，謹此同意按月保費比例，續保至船舶地達目的港或全損之時。

To return { _____per cent. for each uncommenced month if this Policy be cancelled. as follows for each consecutive 30 days the vessel may be laid up in port unemployed, viz :— _____per cent. if in the United Kingdom not under Average. _____per cent. under Average, or if abroad .not under Average. } and arrival

返還 { 保險解約者，任一未開始月份_____%。船舶停航未使用，每一連續30天：如位於英國不包括海損，按月_____%如承保海損或位於海外不包括海損，按月_____% } 及抵達

This insurance also specially to cover loss of, or damage to hull or machinery through the negligence of Master, Mariners, Engineers, or Pilots, or through explosions, bursting of boilers, breakage of shafts, or through any latent defect in the machinery or hull, provided such loss or damage has not resulted from want of due diligence by the owners of the vessel, or any of them, or by the manager.

本保險特別承保因船長、海員、輪機人員或引水人、或因爆炸、鍋爐爆裂、軸心斷裂、或機器或船體之任何隱有瑕疵所生對船體或機器之滅失或損害，然以該滅失或損害非因船舶之所有人或其中任何人或船舶經理人欠缺適當注意所致者為限。

Donkey boilers, winches, cranes, windlasses, steering gear, and electric light apparatus shall be deemed to be part of the hull and not part of the machinery.

輔助鍋爐、絞車、起重機、捲揚機、舵機及電力燈號儀器應視為船體之一部份，非機器之一部份。

No claim shall be allowed in consequence of the vessel having been stranded, except for such expenses as may be incurred for the purposes of sighting the vessel's bottom, and the execution of such work as the surveyor may require to have the vessel surveyed and repaired, and that no damages occurring on any one voyage shall be allowed unless they by themselves or together with any particular average consequent on stranding on the same voyage amount to 3 per cent.

不理賠船舶擱淺之後果，然為檢查船底所生之費用除外，且於公證人實施該工作時得要求船舶受檢驗及修理，且除自身或同一航程擱淺後之任何單獨海損合計達百分之三，不理賠任一航程未發生損害。

No claim shall be allowed in respect of scraping and painting the vessel's bottom, whether the ship be stranded or not.

不論船舶擱淺與否，均不理賠船底除鏽及上漆。

For the purposes of average the word "voyage" shall be defined to be that period within which two cargoes are delivered, excepting where an outward or homeward passage is made in ballast, when the period shall close on the delivery of one cargo. If discharging at a port on. The Continent, it shall include the passage in

為海損之目的，「航程」乙詞應定義為二趟貨物交付之期間，不包括空載去航或返航，該期間應於貨物交付後截止。如係於歐陸港口卸貨，其應包括空載航向英國港口之航程，但如係於英國卸貨，該

ballast to a port in the United Kingdom, but if discharging in the United Kingdom, the voyage shall terminate at the port of delivery of cargo.

航程應於交貨港終止。

In the event of accident whereby loss or damage may result in a claim under this Policy, notice must be given in writing to this Company where practicable prior to survey, so that they may appoint their own Surveyor if desired.

於可能造成本保單求償之滅失或毀損之事故發生時，應於公證前儘量以書面通知本保險公司，以使其於需要時，能指派其自己的公證人。

Grounding in the Suez Canal, or in the Rivers Parana, Danube, Demerara, or Bilbao, or on Yenikale or Bilbao Bars, shall not be deemed to be a stranding.

於蘇彝士運河、或巴拉那 Parana 河(位於阿根廷)、多瑙河、德梅拉拉河(位於蓋亞那)、畢爾包河(位於西班牙北部)、耶尼喀爾河(位於烏克蘭)或畢爾包沙洲擱淺者，不應視為擱淺。

The insured value to be mutually admitted and taken to be the sound value of the ship for all purposes of loss under this Policy.

保險金額經雙方共同承認且應作為本保單任何損失目的之船舶完好價值。

N.B. The above clauses did not originate with the Institute, but were introduced by a London marine insurance company, and subsequently accepted by the Institute.

注意：前述條款並非由本協會首創，而是由倫敦海上保險公約所引進，後為本協會所採用。