

協會漁船條款

(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 FISHING VESSEL CLAUSES

(For use only with the new marine policy form)

This insurance is subject to English law and practice

20/7/87

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1. NAVIGATION

- 1.1 The Vessel is covered subject to the provisions of this insurance at all times and has leave 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 with the exception of catch the Vessel shall not carry cargo or containers for the carriage of cargo and 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 1.1 shall not exclude customary towage in connection with loading and discharging.
- 1.2 Any part or parts of the subject-matter insured are covered subject to the provisions of this insurance whilst ashore for the purpose of repair, overhaul or refitting, including transit from and to the Vessel.
- 1.3 In the event of the Vessel sailing with an intention of being (a) broken up, or (b) sold for breaking up, any claim for loss of or damage to the Vessel occurring subsequent to such sailing shall be limited to the market value of the Vessel as scrap at the time when the loss or damage is sustained, unless previous notice has been given to the Underwriters and any amendments to the terms of cover, insured value and premium required by them have been agreed. Nothing in this Clause 1.3 shall affect claims under Clauses 8,18 or 20.

1. 航行

- 1.1 依本保險規定，本保險承保船舶於全部時間內，不論有無引水人在船之航行或揚帆航行、試航、協助及拖帶危難中之船舶或小艇，但除習慣性或於需要協助時至第一安全港為止，於捕撈以外，船舶不應為貨物運送而運載貨物或貨櫃，且不得被拖帶，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 1.1 條不排除與裝卸有關之習慣性拖帶。
- 1.2 被保險標的之任何部分為修理、翻修或改裝而位於岸上期間，包括來去船舶之運輸期間，於適用本保險各條款規定之情況下，本保險亦予以承保。
- 1.3 被保險船舶之航行目的是為了(a)解體，或(b)出售以解體者，於該航行期間發生毀損或滅失之任何求償應限於船舶遭受毀損或滅失時作為解體船之市價，然業已事先通知保險人，並同意保險人所要求承保條件之任何修改及任何額外保費者除外。本 1.3 條之規定不影響依第 8 條、第 18 條或第 20 條之求償。

2. CONTINUATION

Should the Vessel at the expiration of this insurance be at sea or in distress or at a port of refuge or of call, she shall, provided previous notice be given to the Underwriters, be held covered at a pro rata monthly premium to her port of destination.

3. BREACH OF WARRANTY

Held covered in case of any breach of warranty as to 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.

4. TERMINATION

This Clause 4 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

- 4.1 change of the Classification Society of the Vessel, or change, suspension, discontinuance, withdrawal or expiry of her Class therein, provided that if the Vessel is at sea such automatic termination shall be deferred until arrival at her next port or until the expiry of fifteen days, whichever shall first occur. However where such change, suspension, discontinuance or withdrawal of her Class has resulted from loss or damage covered by Clause 6 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.
- 4.2 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 is at sea in ballast, such automatic termination shall if required be deferred until arrival at her next port or until the expiry of fifteen days, whichever shall first occur.
- 4.3 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 at sea or in port.

A pro rata daily net return of premium shall be made.

5. 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 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

2. 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在避難港或中途港，經事先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目的港時為止。

3. 違反擔保

於違反航行地區、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。

4. 終止

本保險任何規定(不論手寫打字或印刷)與本條款有牴觸時，應優先適用本保單第4條之規定。

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：

- 4.1 被保險船舶船級協會之變更、或船級之變更、中止、撤銷、撤回或船級屆滿，然如船舶當時位在海上，則該自動終止延至到達次一港口或15日屆滿為止，以先到者為準。若船級之變更、中止、撤銷及撤回係為本保險第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致者，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時生效。
- 4.2 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，然如當時船舶在海上，一經請求，該自動終止得延至到達次一港口或15日屆滿為止，以先到者為準。
- 4.3 船舶之徵收或徵用。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十五天後生效。

自終止之日起應按日比例退還淨保險費。

5. 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

the Policy with such endorsement is produced before payment of any claim or return of premium thereunder.

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者除外。

6. PERILS

6.1 This insurance covers loss of damage to the subject-matter insured caused by

6.1.1 perils of the seas rivers lakes or other navigable waters

6.1.2 fire explosion

6.1.3 violent theft by persons from outside the Vessel

6.1.4 jettison

6.1.5 piracy

6.1.6 breakdown of or accident to nuclear installations or reactors

6.1.7 contact with aircraft or similar objects, or objects falling therefrom, land conveyance, dock or harbour equipment or installation

6.1.8 earthquake volcanic eruption or lightning.

6.2 This insurance covers loss of or damage to the subject matter insured caused by

6.2.1 accidents in loading discharging or shifting catch fuel or stores

6.2.2 bursting of boilers breakage of shafts or any latent defect in the machinery or hull

6.2.3 negligence of Master Officers Crew or Pilots

6.2.4 negligence of repairers or charterers provided such repairers or charterers are not an Assured hereunder

6.2.5 barratry of Master Officers or Crew. provided such loss or damage has not resulted from want of due diligence by the Assured. Owners or Managers.

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

7. 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 threat thereof, resulting directly from damage to the Vessel for which the Underwriters are liable under this insurance, provided such act of governmental authority has not resulted from want of due diligence by the Assured, the Owners, or Managers of the Vessel or any of them to prevent or mitigate such hazard or threat. Master, Officers, Crew or Pilots not to be considered Owners within the meaning of this Clause 7 should they hold shares in the Vessel.

8. GENERAL AVERAGE AND SALVAGE

8.1 Any claim for general average and salvage to be on the basis of an adjustment according to the York-Antwerp Rules 1974 if so required by the Underwriters but the insured value of Hull and Machinery to be taken as the contributory value without

6. 承保風險

6.1 本保險承保保險標的因下列事故所引起之毀損或滅失：

6.1.1 海上、河川、湖泊或其他可航行水域之危險

6.1.2 失火、爆炸

6.1.3 來自船外他人之暴力盜取行為

6.1.4 投棄

6.1.5 海盜

6.1.6 核子裝置或反應爐之故障或意外

6.1.7 與飛航器或類似物體，或自該物體掉落之其他物體、陸上輸送器、船塢或港口設備或設施碰觸

6.1.8 地震、火山爆發或閃電

6.2 本保險承保保險標的因下列事故所引起之毀損或滅失：

6.2.1 漁獲、燃油或物料之裝、卸、翻艙或填加燃料時之意外

6.2.2 鍋爐破裂、軸心斷裂、或任何機器或船體之隱有瑕疵

6.2.3 船長、船副、船員或引水人之疏失

6.2.4 修理廠或租傭船人之疏失，但該修理廠或租傭船人需非為本保險之被保險人

6.2.5 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。

6.3 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。

7. 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，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。

8. 共同海損與救助

8.1 任何有關共同海損及救助之求償，一經保險人請求，應依 1974 年約克安特衛普規則理算，船體及機器之保險金額應作為分擔價值，不予減。

deduction.

8.2 No claim under this Clause 8 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.

8.2 本第 8 條不賠償非為避免或有關避免承保危險所發生之損失。

9. WAGES AND MAINTENANCE

The Underwriters to pay the cost of wages and maintenance of members of crew necessarily retained whilst the vessel is undergoing repairs for which the Underwriters are liable under this insurance.

9. 薪資與給養

保險人同意支付保險人依本保險應負責船舶修理之修理期間所必要維持之船員之薪資及給養成本。

10. DUTY OF ASSURED (SUE AND LABOUR)

10.1 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.

10.2 Subject to the provisions below and to Clause 12 the Underwriters will 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 10.5) and collision defence or attack costs and costs incurred by the Assured in avoiding minimising or contesting liability covered by Clause 20 are not recoverable under this Clause 10.

10.3 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.

10.4 When expenses are incurred pursuant to this Clause 10 the liability under this insurance shall not exceed the proportion of such expenses that the amount insured hereunder bears to the value of the Vessel as stated herein.

10.5 When a claim for total loss of the Vessel is admitted 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 share of such proportion of the expenses, or of the expenses in excess of the proceeds, as the case may be.

10.6 The sum recoverable under this Clause 10 shall be in addition to the loss otherwise recoverable under this insurance but shall in no circumstances exceed the amount insured under this insurance in respect of the Vessel.

10. 被保險人之義務(損害防阻)

10.1 對於任何損失或不幸，被保險人、其雇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。

10.2 依下列規定及第 12 條之規定，保險人會分擔被保險人、其雇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 10.5 條規定者除外)及碰撞抗辯或攻擊費用及被保險人為避免、減輕或抗辯第 20 條所承保之責任，而依本第 10 條不得請求賠償者。

10.3 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。

10.4 依本第 10 條規定發生費用時，本保險之責任不超過投保金額與船舶約定價值間之比例。

10.5 如本保險已同意船舶全損之求償，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份被認為合理發生之費用或超過殘值之費用，本保險將比例分擔。

10.6 本第 10 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之另外金額，然無論如何不得超過本保險關於船舶之保險金額。

11. NEW FOR OLD

Claims payable without deduction new for old.

11. 新換舊

理賠給付不扣減新換舊之差額。

12. DEDUCTIBLE

12.1 No claim arising from a peril insured against shall be payable under this insurance unless the aggregate of all such claims arising out of each separate accident or occurrence (including

12. 自負額

12.1 除所有單一意外或事故累計之求償(包括第 8、10、及 18 條之求償)超過_____外，本保險不賠付承保

claims under Clauses 8, 10 and 18) exceeds 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 be found. This Clause 12.1 shall not apply to a claim for total or constrictive total loss of the Vessel or, in the event of such a claim, to any associated claim under Clause 10 arising from the same accident or occurrence.

12.2 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 hereunder shall be the proportion of the above deductible 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 12.2 shall be deemed to include contact with floating ice.

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

12.4 Interest comprised 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 Underwriters may receive a larger sum than they have paid.

13. MACHINERY DAMAGE ADDITIONAL DEDUCTIBLE

Notwithstanding any provision to the contrary in this insurance a claim for loss of or damage to any machinery, shaft, electrical equipment or wiring, boiler condenser heating coil or associated pipework, arising from any of the perils enumerated in Clauses 6.2.2 to 6.2.5 inclusive above or from fire or explosion when either has originated in a machinery space, shall be subject to a deductible of 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 in Clause 12.1.

The provisions of Clauses 12.2 and 12.3 shall apply to recoveries and interest comprised in recoveries against any claim which is subject to this clause.

This Clause shall not apply to a claim for total or constructive total loss of the Vessel.

14. BOTTOM TREATMENT

In no case shall a claim be allowed in respect of scraping gritblasting and/or other surface preparation or painting of the Vessel's bottom except that

14.1 gritblasting and/or other surface preparation of new bottom

危險所致之求償。於超過之情形下，此金額應予扣除。然擱淺後檢查船底之費用，如係特別為該目的所合理發生，即使未發現損害，亦應予賠付。本第 12.1 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 10 相關之求償。

12.2 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，可依本保險可求償數額所適用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。

本第 12.2 條之『惡劣天氣』一詞應視為包括與浮冰之碰觸。

12.3 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。

12.4 追償所得款之利息應比例分配給保險人與保險人，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之數額。

13. 機器損害額外自負額

無論是否有任何條款與本保險不相一致之處，依前述第 6.2.2 至第 6.2.5 條所定風險或無論是否源自於機器艙間之失火或爆炸所致有關任何機器、軸心、電子設備或配線、鍋爐凝結器、加熱線圈或附屬管線之毀損滅失之求償，應適用_____自負額。於適用本自負額後之剩下餘額，應與同一意外或事故所致之任何其他求償，再適用第 12.1 條之自負額。

第 12.2 及 12.3 條規定應適用於該條款之任何求償案件之追償及其相關利息。

本條款不適用於船舶全損或推定全損之求償。

14. 船底處理

有關船底噴砂及或其他表面處理或油漆之求償不予允許，然下列事項應被允許為有關船底板因承保危險所致損害之合理修理費用：

- plates ashore and supplying and applying any 'shop' primer thereto.
- 14.2 gritblasting and/or other surface preparation of: the butts or area of plating immediately adjacent to any renewed or refitted plating damaged during the course of welding and/or repairs, areas of plating damaged during the course of fairing, either in place or ashore
- 14.3 supplying and applying the first coat of primer /anti-corrosive to those particular areas mentioned in 15.1 and 15.2 above, shall be allowed as part of the reasonable cost of repairs in respect of bottom plating damaged by an insured peril.

15. FISHING GEAR

No claim to attach hereto for loss of or damage to fishing gear unless

- 15.1 caused by fire lightning or violent theft by persons from outside the Vessel
- 15.2 totally lost as a result of the total loss of the Vessel by insured perils.

16. UNREPAIRED DAMAGE

- 16.1 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.
- 16.2 In no case shall the Underwriters be liable for unrepaired damage in the event of a subsequent total loss (whether or not covered under this insurance) sustained during the period covered by this insurance or any extension thereof.
- 16.3 The Underwriters shall not be liable in respect of unrepaired damage for more than the insured value at the time this insurance terminates.

17. CONSTRUCTIVE TOTAL LOSS

- 17.1 In ascertaining whether the Vessel is a constructive total loss, the insured value 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.
- 17.2 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 the insured value. In making this determination, only the cost relating to a single accident or sequence of damage arising from the same accident shall be taken into account.

18. COLLISION LIABILITY

- 18.1 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 by way of damages for

- 14.1 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。
- 14.2 噴砂及或其他下列之表面處理工作：
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；
在岸邊或修理廠中鋼板校正時鋼板受損之部位。
- 14.3 以上 15.1 及 15.2 所述部位之底漆及防腐漆。

15. 漁具

除下列情況外，漁具毀損滅失不予求償：

- 15.1 失火、閃電或船舶外來暴力偷竊所致
- 15.2 船舶因承保風險而全損所致之全損。

16. 未修理損害

- 16.1 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。
- 16.2 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。
- 16.3 保險人不負責超過本保險屆滿時保險金額以上之未修理損害求償。

17. 推定全損

- 17.1 於確定船舶是否為推定全損，應就保險金額與修理金額作比較，而不考慮受損價值、拆廢價值或殘值。
- 17.2 除追償費用及或修理費用超過保險金額外，不得為推定全損之求償。在作此決定時，僅考慮單一事故或同一事故所引起之接續損害之費用。

18. 碰撞責任

- 18.1 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，保險人同意補償被保險

- 18.1.1 loss of or damage to any other vessel or property on any other vessel
- 18.1.2 delay to or loss of use of any such other vessel or property thereon
- 18.1.3 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 Vessel hereby insured coming into collision with any other vessel.
- 18.2 The indemnity provided by this Clause 18 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:
- 18.2.1 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 18 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.
- 18.2.2 In no case shall the Underwriters' total liability under Clauses 18.1 and 18.2 exceed their proportionate part of the insured value of the Vessel hereby insured in respect of any one such collision.
- 18.3 The Underwriters will also pay 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, with the prior written consent of the Underwriters.

EXCLUSIONS

- 18.4 Provided always that this Clause 18 shall in no case extend to any sum which the Assured shall pay for or in respect of
- 18.4.1 removal or disposal of obstructions, wrecks, cargoes or any other thing whatsoever
- 18.4.2 any real or personal property or thing whatsoever except other vessels or property on other vessels
- 18.4.3 the cargo or other property on, or the engagements of, the insured Vessel
- 18.4.4 loss of life, personal injury or illness
- 18.4.5 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).

19. 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 not 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.

人：

- 18.1.1 任何其他船舶或其上財物之毀損或滅失
- 18.1.2 任何該其他船舶或其上財物之遲延或喪失使用
- 18.1.3 任何該其他船舶或其上財物之共同海損、救助或契約救助而該被保險人應付之數額係由於被保險船舶與任何其他船舶碰撞所致。
- 18.2 本第 18 條之補償係本保險其他條款及條件之補償以外另外之補償，此補償須遵守下列規定：
- 18.2.1 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 18 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或應收之餘額或數額。
- 18.2.2 任何情況下保險人依本第 18.1 及 18.2 條每一次碰撞之全部責任不超過被保險船舶投保金額之比例部份。
- 18.3 經保險人書面同意，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。
- 除外規定：
- 18.4 本第 18 條無論如何不包括下列被保險人應賠付或與其有關之任何款項
- 18.4.1 障礙物、殘骸、貨物或其他物品之移除或處置
- 18.4.2 非其他船舶或其上財物之任何不動產、動產或物品
- 18.4.3 被保險船舶上之貨物或其他財物或其承諾之約定
- 18.4.4 人身之死亡、受傷或患病
- 18.4.5 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)。

19. 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。

20. PROTECTION AND INDEMNITY

- 20.1 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:
- 20.1.1 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
- 20.1.2 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
- 20.1.3 liability assumed by the Assured under contracts of customary towage for the purpose of entering or leaving port or manoeuvring within the port during the ordinary course of trading
- 20.1.4 loss of life, personal injury, illness or payments made for life salvage
- 20.1.5
- (a) hospital medical and burial expenses of Master Officers or Crew
- (b) repatriation expenses of Master Officers or Crew (other than wages, remuneration in the nature of wages, or any expenses which ensue from the termination of an agreement, sale of the Vessel or any other act of the Assured).
- 20.2 The Underwriters agree to indemnify the Assured for any of the following arising from an accident or occurrence during the period of this insurance:
- 20.2.1 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
- 20.2.2 additional expenses brought about by the outbreak of infectious disease on board the Vessel or ashore
- 20.2.3 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
- 20.2.4 the expenses of the removal of the wreck of the Vessel from any place owned, leased or occupied by the Assured
- 20.2.5 legal costs incurred by the Assured, or which the

20. 防護及補償

- 20.1 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：
- 20.1.1 任何原因所致(無論是否為第8條所承保之毀損滅失)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
- 20.1.2 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
- 20.1.3 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
- 20.1.4 人命喪失、受傷、患病或人命救助之報酬
- 20.1.5
- (a) 船長船副或船員之住院醫療及喪葬費用
- (b) 船長船副或船員之遣返費用(不包括因僱傭契約終止、船舶出售或被保險人之任何其他行為而應支付之薪資、具薪資性質之報酬或任何其他費用)。
- 20.2 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：
- 20.2.1 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
- 20.2.2 船上或岸上爆發傳染性疾病所生之額外費用
- 20.2.3 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
- 20.2.4 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
- 20.2.5 被保險人所生之法律費用或被

Assured may be compelled to pay, in avoiding, minimising or contesting liability with the prior written consent of the Underwriters.

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。

EXCLUSIONS

20.3 Notwithstanding the provisions of Clauses 20.1 and 20.2 this Clause 20 does not cover any liability cost or expense arising in respect of:

除外規定

20.3 第 20 條第 20.1 項及 20.2 項不承保下列事項所致生之任何責任費用或開支：

20.3.1 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 catch, materials or repairs

20.3.1 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漁獲、物料或修理意外事件之其他責任所為直接或間接之賠償

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

20.3.2 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

20.3.3 punitive or exemplary damages, however described

20.3.3 任何型態之懲罰性損害賠償

20.3.4 passengers

20.3.4 旅客

20.3.5 catch, fishing gear or other things or interests whatsoever on board the insured Vessel or the engagements of the insured Vessel but this Clause 20.3.5 shall not exclude any claim in respect of the extra cost of removing catch or property from the wreck of the Vessel.

20.3.5 被保險船舶船上之漁獲、漁具或其他工具或任何利益或被保險船舶之使用約定，然對於從船舶殘骸上移除漁獲或其他財產之額外費用，本 20.3.5 條除外規定不予適用

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

20.3.6 造船廠或修理廠所屬或其應負責置放於船上之財物

20.3.7 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

20.3.7 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

20.3.8 cash, negotiable instruments, precious metals or stones, 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

20.3.8 屬於船上人員所有之現金、可轉讓債券、貴重金屬或礦石、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

20.3.9 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

20.3.9 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

20.3.10 fines or penalties arising from overloading or illegal fishing

20.3.10 超載或非法釣魚之罰金或罰款

20.3.11 pollution or contamination of any real or personal property or thing whatsoever (This Clause 20.3.11 shall not exclude any amount recoverable under Clause 20.1.5)

20.3.11 任何個人動產或財物或物品之汙染或汙損(本第 20.3.11 條不適用第 20.1.5 條可求償之數額)

20.3.12 general average, sue and labour and salvage charges, salvage, and/or collision liability to any extent that they are not recoverable under Clauses 8, 10 and 18 by reason of the agreed value and/or the amount insured in respect of the Vessel being inadequate.

20.3.12 由於船舶協議價值及或投保金額不適當而無法依第 8 條、第 10 條及第 18 條求償之共同海損、損害防阻及救助費用、救助、及或碰撞責任。

20.4 The indemnity provided by this Clause 20 shall be in addition to the indemnity provided by the other terms and conditions of this insurance.

20.4 本第 20 條所提供之補償係為本保險其他條件或條款所提供之補償以外之額外補償。

20.5 Where the Assured or the Underwriters may or could have limited their liability the indemnity under this Clause 20 in

20.5 被保險人或保險人得或已經限制其於本第 20 條之補償責任者，保險人

respect of such liability shall not exceed Underwriters' proportionate part of the amount of such limitation.

20.6 In no case shall the Underwriters' liability under this Clause 20 in respect of each separate accident or occurrence or series of accidents arising out of the same event, exceed their proportionate part of the insured value of the Vessel.

20.7 PROVIDED ALWAYS THAT

20.7.1 prompt notice must be given to the Underwriters of every casualty event or claim upon the Assured which may give rise to a claim under this Clause 20 and of every event or matter which may cause the Assured to incur liability costs or expense for which he may be insured under this Clause 20.

20.7.2 the Assured shall not admit liability for or settle any claim for which he may be insured under this Clause 20 without the prior written consent of the Underwriters.

之補償責任不應超過該責任限制之比例部份。

20.6 本保險人於第 20 條下有關任一分別事件或事故或同一事件所生連續事故之責任，在任何情況下均不應超過船舶投保金額之比例部份。

20.7 但書

20.7.1 被保險人發生任何可能會依本第 20 條為求償之意外事故或求償及任何會造成被保險人承負本第 20 條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。

20.7.2 無保險人事先書面同意，被保險人不得承認或解決任何本第 20 條可能承保之責任或求償。

21. NOTICE OF CLAIM AND TENDERS

21.1 In the event of accident whereby loss or damage may result in a claim under this insurance, notice shall be given to the Underwriters prior to survey and also, if the Vessel is abroad, to the nearest Lloyd's Agent so that a surveyor may be appointed to represent the Underwriters should they so desire.

21.2 The Underwriters 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 Underwriters' requirements being refunded to the Assured) and shall have a right of veto concerning a place of repair or a repairing firm.

21.3 The Underwriters 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 Underwriters, an allowance shall be made at the rate of 30% per annum on the insured value for time lost between the despatch of the invitations to tender required by 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 Underwriters' approval.

21.4 In the event of failure to comply with the conditions of this Clause 21 a deduction of 15% shall be made from the amount of the ascertained claim.

21. 求償與招標通知

21.1 意外事故所致毀損滅失依本保險有求償可能時，於公證前應通知保險人，如船舶於國外，其應通知最近之勞依茲代理人，俾使保險人於其認為需要時可指定公證人代表他們前往公證。

21.2 保險人有權利決定船舶應前往進塢或修理之港口(為符合保險人之要求，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。

21.3 保險人亦得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利率百分之三十，依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。

21.4 未遵守本第 21 條規定者，應自確定之求償額中扣減百分之十五。

22. DISBURSEMENTS WARRANTY

Warranted that no insurance is or shall be effected to operate during the currency of this insurance by or for account if the Assured, Owners, Managers or Mortgagees on:

22.1 disbursements, commissions or similar interests, P.P.I., F.I.A. or subject to any other like term,

22.2 excess or increased value of hull and machinery however described.

Provided always that a breach of this warranty shall not afford the

22. 費用擔保

擔保不保或不於本保險期間內代表被保險人、船舶所有人、經理人或抵押權人投保下列保險：

22.1 費用、佣金或類似利益、保單證明利益、承認全部利益或其他類似條件之保險，

22.2 無論任何形式之船體及機器之超額或增值。

然抵押權人接受本保險而不知已違反本

Underwriters any defence to a claim by a Mortgagee who has accepted this insurance without knowledge of such breach.

擔保時，保險人不得以違反本擔保作為拒賠之理由。

23. RETURNS FOR LAY-UP AND CANCELLATION

23.1 To return as follows:

23.1.1 Pro rata monthly net for each uncommenced month if this insurance be cancelled by agreement or by the operation of Clause 4.

23.1.2 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 (with special liberties as hereinafter allowed)

(a) per cent net not under repair

(b) per cent net under repair.

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 (a) and (b) respectively.

23.2 PROVIDED ALWAYS THAT

23.2.1 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

23.2.2 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 but, provided the Underwriters agree that such non-approved lay-up area is deemed to be within the vicinity of the approved port or lay-up area, days during which the Vessel is laid up in such non-approved lay-up area may be added to days in the approved port or lay-up area to calculate a period of 30 consecutive days and a return shall be allowed for the proportion of such period during which the Vessel is actually laid up in the approved port or lay-up area

23.2.3 loading or discharging operations or the presence of catch 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 catch or for lightering purposes

23.2.4 in the event of any amendment of the annual rate. the above rates of return shall be adjusted accordingly

23.2.5 in the event of any return recoverable under this Clause 23 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 23.1.2(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 23.1.2(a) or (b), or 23.2.2 above.

24. WAR EXCLUSION

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

24.1 war civil war revolution rebellion insurrection, or civil strife

23. 停航退費與合約取消

23.1 退費依下列規定：

23.1.1 本保險如經雙方同意解除或因第4條規定，應就未到期月份按比例退還淨保費。

23.1.2 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(有下列兩種選擇)。

a) 未修理情形下__百分比淨退費

b) 修理情形下__百分比淨退費

如果部份可請求停航期間有進行修理，則退費可按以上(a)及(b)兩項分別時間比例計算。

23.2 但以：

23.2.1 船舶於本保險期間或本保險之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。

23.2.2 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，不得退費。然假使保險人同意該未經核准之停航地區為該已核准之停航港或停航地區附近時，則在該地區停航之時間亦可加在該船在已核准之停航港或地區之停航時間內，以便計算三十日之連續停航時間，但退費只能依在同意停航港或停航地區之實際天數比例計算。

23.2.3 裝卸作業或漁獲在船並不影響退費，然如船舶作為漁獲儲存或作駁船之用，則不得退費。

23.2.4 年保費率改變時，停航退費率亦隨之改變。

23.2.5 依據本第23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期間之比例依第23.1.2(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的第一天起算，或符合23.1.2(a)或23.1.2(b)或23.2.2規定之三十連續日之第一天起算。

24. 戰爭除外

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：

24.1 戰爭、內戰、革命、叛亂、暴動、

- arising therefrom, or any hostile act by or against a belligerent power
- 24.2 capture seizure arrest restraint or detainment (barratry and piracy excepted), and the consequences thereof or any attempt thereat
- 24.3 derelict mines torpedoes bombs or other derelict weapons of war.

- 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
- 24.2 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
- 24.3 棄置之水雷、魚雷、炸彈或其他棄置之戰爭武器。

25. STRIKES EXCLUSION

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

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

25. 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：

- 25.1 罷工工人、閉廠工人或參與勞動紛爭、騷亂或民亂之人員。
- 25.2 任何恐怖份子或基於政治動機所為之人。

26. MALICIOUS ACTS EXCLUSION

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

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

26. 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：

- 26.1 炸藥爆炸。
- 26.2 戰爭之任何武器及任何人員之惡意行為、或因政治動機所為所致。

27. NUCLEAR EXCLUSION

In no case shall this insurance cover loss damage liability or expense arising from any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

27. 核子除外

本保險不承保由於原子、核子分裂或融合之戰爭武器、或其他類似反應、或放射性戰爭武器所致之滅失毀損責任或費用。