

協會定時條款 - 運費

(僅與新海上保單格式一起使用)

INSTITUTE TIME CLAUSES – FREIGHT

(For use only with the new marine policy form)

1/8/89

ITC-FRT-1989

1/8/89

CL.287

This insurance is subject to English law and practice

本保險依據英國法律與實務

1. 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. This Clause 1 shall not exclude customary towage in connection with loading and discharging.

1. 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，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。

2. CRAFT RISKS

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

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 or in distress or at a port of refuge or of call, the subject-matter insured shall, provided previous notice be given to the Underwriters, be held covered at a pro rata monthly premium to her port of destination.

3. 繼續條款

船舶於保險期間屆滿時，仍位在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，本保險得繼續承保保險標的至到達目的港時為止。

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

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，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

required by them be agreed.

5. TERMINATION

This Clause 5 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

5.1 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. However where such change, suspension, discontinuance or withdrawal of her Class 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.

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, 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.

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

7. PERILS

7.1 This insurance covers loss of 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

保費，則得續保之。

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。

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 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時為止。若船級之變更、中止、撤銷及撤回係為本保險第7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。

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，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。

6. 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註附加於保險單上者除外。

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 breakdown of or accident to nuclear installations or reactors | 7.1.6 核子裝置或反應爐之故障或意外 |
| 7.1.7 contact with aircraft or similar objects, or objects falling therefrom, land conveyance, dock or harbour equipment or installation | 7.1.7 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 |
| 7.1.8 earthquake volcanic eruption or lightning. | 7.1.8 地震、火山爆發或閃電 |
| 7.2 This insurance covers loss of or damage to the subject matter insured caused by | 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 accidents in loading discharging or shifting cargo or fuel | 7.2.1 貨物裝、卸、翻艙或填加燃料時之意外 |
| 7.2.2 bursting of boilers breakage of shafts or any latent defect in the machinery or hull | 7.2.2 鍋爐破裂、軸心斷裂、或任何機器或船體之隱有瑕疵 |
| 7.2.3 negligence of Master Officers Crew or Pilots | 7.2.3 船長、船副、船員或引水人之疏失 |
| 7.2.4 negligence of repairers or charterers provided such repairers or charterers are not an Assured hereunder | 7.2.4 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 |
| 7.2.5 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. | 7.2.5 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。 |
| 7.3 Master Officers Crew or Pilots not to be considered Owners within the meaning of this Clause 7 should they hold shares in the Vessel. | 7.3 持有船舶股權之船長、船副、船員或引水人不被認為本第 7 條所指稱之船舶所有人。 |

8. POLLUTION HAZARD

This insurance covers loss of the subject-matter insured 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 a peril covered by 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. 汙染危險

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汙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. 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. 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 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 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 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.

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.

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 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.

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. MEASURE OF INDEMNITY

- 13.1 The amount recoverable under this insurance for any claim for loss of freight shall not exceed the gross freight actually lost.
- 13.2 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.
- 13.3 In calculating the liability under this Clause 11 all insurances on freight shall likewise be taken into consideration.
- 13.4 Nothing in this Clause 13 shall apply to any claim arising under Clause 15.

14. LOSS OF TIME

This insurance does not cover any claim consequent on loss of time whether arising from a peril of the sea or otherwise.

15. TOTAL LOSS

- 15.1 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.
- 15.2 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.
- 15.3 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 15.

11.2 如運送契約無特別規定，理算應依據冒險終止地之法律與實務；然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。

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.補償限額

- 13.1 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。
- 13.2 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。
- 13.3 於計算本第 11 條責任時，所有運費保險均應予以同等考量。
- 13.4 本第 13 條規定不適用於第 15 條所生之任何求償。

14.時間損失

本保險不承保無論是否為海上危險或其他原因所致時間損失所生之任何求償。

15.全損

- 15.1 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。
- 15.2 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。
- 15.3 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 15 條求償。

16. RETURNS FOR LAY-UP AND CANCELLATION

16.1 To return as follows:

16.1.1 Pro rata monthly net for each uncommenced month if this insurance be cancelled by agreement.

16.1.2 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.

16.2 PROVIDED ALWAYS THAT

16.2.1 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

16.2.2 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

16.2.3 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

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

16.2.5 in the event of any return recoverable under this Clause 16 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 16.1.2(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 16.1.2(a) or (b), or 16.2.2 above.

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

17. WAR EXCLUSION

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

17.1 war civil war revolution rebellion insurrection, or civil strife

16.停航退費與合約取消

16.1 退費依下列規定：

16.1.1 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。

16.1.2 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。

16.2 但以：

16.2.1 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。

16.2.2 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的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。

16.2.3 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。

16.2.4 年保費率改變時，停航退費率亦隨之改變。

16.2.5 依據本第 16 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 16.1.2(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 16.1.2(a)或 16.1.2(b)或 16.2.2 規定之三十連續日之第一天起算。

下列條款應具至上效力，其應優先本保險任何與其不相一致之規定。

17.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：

17.1 戰爭、內戰、革命、叛亂、暴動、

- arising therefrom, or any hostile act by or against a belligerent power
- 17.2 capture seizure arrest restraint or detainment (barratry and piracy excepted), and the consequences thereof or any attempt thereat
- 17.3 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
- 17.2 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
- 17.3 棄置之水雷、魚雷、炸彈或其他棄置之戰爭武器。

18. STRIKES EXCLUSION

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

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

18.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：

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

19. MALICIOUS ACTS EXCLUSION

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

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

19.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：

- 19.1 炸藥爆炸
- 19.2 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。

20. 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.

20.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。