

協會定時條款 - 船體 費用及增值

(僅賠全損，包括超額責任)

(僅與新海上保單格式一起使用)

INSTITUTE TIME CLAUSES – HULLS

Disbursements and Increased Value

(Total Loss only, including Excess Liabilities)

(For use only with the new marine policy form)

1/10/83

ITC-IV-1983

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CL 290

This insurance is subject to English law and practice

本保險依據英國法律與實務

1. NAVIGATION

- 1.1 The subject-matter insured is covered subject to the provisions of this insurance at all times and the vessel 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 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 1.1 shall not exclude customary towage in connection with loading and discharging.
- 1.2 In the event of the Vessel being employed in trading operations which entail cargo loading or discharging at sea from or into another vessel (not being a harbour or inshore craft) no claim shall be recoverable under this insurance for loss of or damage to the subject-matter insured or for liability to any other vessel arising from such loading or discharging operations, including whilst approaching, lying alongside and leaving, unless previous notice that the Vessel is to be employed in such operations has been given to the Underwriters and any amended terms of cover and any additional premium required by them have been agreed.

1. 航行

- 1.1 依本保險規定，本保險承保標的於全部時間內，不論船舶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，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 1.1 條不排除與裝卸有關之習慣性拖帶。
- 1.2 被保險船舶受僱於海上從其他船舶上(非指港內或沿岸小艇)裝卸貨物，任何此種裝卸行為，包括接近、停靠及駛離，所致被保險標的遭受毀損、滅失或對任何其他船舶產生責任，不得依本保險請求賠償，然船舶受僱為該類作業之情事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。
- 1.3 被保險船舶之航行目的(不論有無貨

1.3 In the event of the Vessel sailing (with or without cargo) with an intention of being (a) broken up, or (b) sold for breaking up, no claim shall be recoverable under this insurance in respect of loss or damage to the vessel occurring subsequent to such sailing 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.

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, 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. 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.

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. However where such change, suspension, discontinuance or withdrawal of her Class has resulted from loss or damage 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 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.

載)是為了(a)解體,或(b)出售以解體者,有關該航行所生對船舶毀損滅失之求償,本保險均不予以賠償,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。

2. 繼續條款

船舶於保險期間屆滿時,仍位在海面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,本保險得繼續承保該保險標的至到達目的港時為止。

3. 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。

4. 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、撤銷及撤回係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. 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.

6. PERILS

6.1 This insurance covers total loss (actual or constructive) of 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 total loss (actual or constructive) of the subject matter insured caused by

- 6.2.1 accidents in loading discharging or shifting cargo or fuel
- 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.

6.4 This insurance covers:

- 6.4.1 General Average, Salvage and Salvage Charges not recoverable in full under the insurances on hull and machinery by reason of the difference between the insured value of the vessel as stated therein (or any reduced value arising from the deduction therefrom in process of adjustment of any claim which law or practice or the terms of the insurances covering hull and machinery may have required) and the value of the vessel adopted for the purpose of contribution to general average, salvage or salvage charges, the liability under this insurance being for such proportion of the amount not recoverable as the amount insured hereunder

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. 承保風險

6.1 本保險承保保險標的因下列事故所引起之全損(實際或推定全損)：

- 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全損(實際或推定全損)：

- 6.2.1 貨物裝、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為本第 6 條所指稱之船舶所有人。

6.4 本保險承保：

- 6.4.1 因船體及機器保險上所載保險金額(或於任何求償之理算程序中，因法律或實務或船體及機器保險所需之任何扣減所致之任何價值減少)與為分擔共同海損、救助或救助費用之目的所採用之船舶價值間之差額，以致無法全額從船體及機器保險求償之共同海損、救助及救助費用，本保險責任僅為本保險投保金額相對於該差額，或如總投保價額超過該差額時，則為超額責任之總保險

bears to the said difference or to the total sum insured against excess liabilities if it exceed such difference.

6.4.2 Sue and labour Charges not recoverable in full under the insurances on hull and machinery by reason of the difference between the insured value of the vessel as stated therein and the value of the vessel adopted for the purpose of ascertaining the amount recoverable under the insurances on hull and machinery, the liability under this insurance being for such proportion of the amount not recoverable as the amount insured hereunder bears to the said difference or to the total sum insured against excess liabilities if it exceed such difference.

6.4.3 Collision Liability (three-fourths) not recoverable in full under the Institute 3/4ths Collision Liability and Sistership Clauses in the insurances on hull and machinery by reason of such three-fourths liability exceeding three-fourths of the insured value of the vessel as stated therein, in which case the amount recoverable under this insurance shall be such proportion of the difference so arising as the amount insured hereunder bears to the total sum insured against excess liabilities.

6.5 The Underwriters' liability under 6.4.1, 6.4.2 and 6.4.3 separately, in respect of any one claim, shall not exceed the amount insured hereunder.

7. POLLUTION HAZARD

This insurance covers **total loss (actual or constructive)** of 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. NOTICE OF CLAIM

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.

9. CONSTRUCTIVE TOTAL LOSS

9.1 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 break-up value of the Vessel or wreck shall be taken into account.

9.2 No claim for constructive total loss based upon the cost of recovery and/or repair of the Vessel shall be recoverable

價額間之無法求償之比例部分。

6.4.2 因船體及機器保險上所載保險金額與為確定該船體及機器保險可求償數額之目的所採用之船舶價值間之差額，以致無法全額從船體及機器保險求償之損害防阻費用，本保險責任僅為本保險投保金額相對於該差額，或如總投保價額超過該差額時，則為超額責任之總保險價額間之無法求償之比例部分。

6.4.3 因船體及機器保險上所載四分之三碰撞責任超過該保單所載保險金額之四分之三，而依該船體及機器保險之協會四分之三碰撞責任及姊妹船條款無法全額求償之碰撞責任(四分之三)，於此情況，可得向本保險求償之數額應為該投保金額相對於有關該超額責任之總保險價額間所生差額之比例部分。

6.5 保險人有關任一求償於第 6.4.1、6.4.2 及 6.4.3 款之責任應各自獨立，且不應超過本保險之投保金額。

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**全損(實際或推定全損)**，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. 求償通知

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。

9. 推定全損

9.1 於確定船舶是否為推定全損，應就船舶及機器保險之保險金額與修理金額作比較，而不考慮受損價值、折廢價值或殘值。

9.2 除追償費用及或修理費用超過船舶及機器保險之保險金額外，不得為推定

hereunder unless such cost would exceed the insured value in the insurances on hull and machinery. 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.

- 9.3 Provided that the Constructive Total Loss Clause in the current Institute Time Clauses Hulls or a clause having a similar effect is contained in the insurances on hull and machinery, the settlement of a claim for constructive total loss thereunder shall be accepted as proof of the constructive total loss of the vessel.
- 9.4 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 9.

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。

- 9.3 然如船體及機器保險內規定有現行協會定時船體條款或具類似效力之條款內之推定全損條款者，該保險推定全損之解決得被接受為船舶推定全損之證明。
- 9.4 如船舶已為推定全損，然船體及機器保險卻以分損求償處理者，依本第9條不予以理賠。

10. COMPROMISED TOTAL LOSS

In the event of a claim for total loss or constructive total loss being settled on the insurances on hull and machinery as a compromised total loss the amount payable hereunder shall be the same percentage of the amount insured as is paid on the said insurances.

10. 協議全損

如全損或推定全損之求償已依船體及機器保險作為協議全損解決，本保險應支付之金額應與該保險所支付之保險金額具同樣比例。

11. RETURNS FOR LAY-UP AND CANCELLATION

11.1 To return as follows:

- 11.1.1 Pro rata monthly net for each uncommenced month if this insurance be cancelled by agreement.
- 11.1.2 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.

11.1 退費依下列規定：

- 11.1.1 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。
- 11.1.2 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。

11.2 PROVIDED ALWAYS THAT

- 11.2.1 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
- 11.2.2 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
- 11.2.3 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
- 11.2.4 in the event of any amendment of the annual rate. the above

11.2 但以：

- 11.2.1 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。
- 11.2.2 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。
- 11.2.3 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。
- 11.2.4 年保費率改變時，停航退費率亦

rates of return shall be adjusted accordingly
11.2.5 in the event of any return recoverable under this Clause 15 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 15.1.2(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 15.1.2(a) or (b), or 15.2.2 above.

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

12. WAR EXCLUSION

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

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

13. STRIKES EXCLUSION

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

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

14. MALICIOUS ACTS EXCLUSION

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

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

15. 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.

隨之改變。

11.2.5 依據本第 15 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 15.1.2(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 15.1.2(a) 或 15.1.2(b) 或 15.2.2 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。

12. 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：

- 12.1 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
- 12.2 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
- 12.3 棄置之水雷、魚雷、炸彈或其他棄置之戰爭武器。

13. 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：

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

14. 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：

- 14.1 炸藥爆炸。
- 14.2 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。

15. 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。