

協會定時條款 - 船體 港口風險

(僅與新海上保單格式一起使用)

本保險依據英國法律與實務

INSTITUTE TIME CLAUSES – HULLS PORT RISKS

(For use only with the new marine policy form)

This insurance is subject to English law and practice

20/7/87

ITC-PORT-1987

20/7/87

1. NAVIGATION

This Vessel has leave to proceed to and from any wet or dry docks harbours ways cradles and pontoons, within the limits specified in this insurance.

2. TERMINATION

This Clause 2 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

2.1 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 4 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 not operate.

2.2 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

1. 航行

於本保險所限定之範圍內，船舶航向或從任何乾塢或濕塢港口航道船架及浮橋啟航。

2. 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2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：

2.1 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、撤銷及撤回係為本保險第4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。

2.2 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

Vessel is in port or at sea.

起十五天後生效。

3. 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.

3. 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。

4. PERILS

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

4.2.1 perils of the seas rivers lakes or other navigable waters

4.2.2 fire lightning explosion

4.2.3 violent theft by persons from outside the Vessel

4.2.4 jettison

4.2.5 piracy

4.2.6 breakdown of or accident to nuclear installations or reactors

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

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

4.2.1 accidents in loading discharging or shifting cargo or fuel

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

4.2.3 negligence of Master Officers Crew or Pilots

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

4.2.5 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.

4.3 Master Officers Crew or Pilots not to be considered Owners within the meaning of this Clause 4 should they hold shares in the Vessel.

4. 承保風險

4.1 本保險承保保險標的因下列事故所引起之毀損或滅失：

4.1.1 海上、河川、湖泊或其他可航行水域之危險

4.1.2 失火、閃電、爆炸

4.1.3 來自船外他人之暴力盜取行為

4.1.4 投棄

4.1.5 海盜

4.1.6 核子裝置或反應爐之故障或意外

4.1.7 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

4.2 本保險承保保險標的因下列事故所引起之毀損或滅失：

4.2.1 貨物裝、卸、翻艙或填加燃料時之意外

4.2.2 鍋爐破裂、軸心斷裂、或任何機器或船體之隱有瑕疵

4.2.3 船長、船副、船員或引水人之疏失

4.2.4 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

4.2.5 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。

4.3 持有船舶股權之船長、船副、船員或引水人不被認定為本第 4 條所指稱之船舶所有人。

5. EARTHQUAKE AND VOLCANIC ERUPTION EXCLUSION

In no case shall this insurance cover loss damage liability or expense caused by earthquake or volcanic eruption. This exclusion applies to all claims including claims under Clauses 7,9,11 and 13.

5. 地震火山爆發除外

本保險無論如何均不承保地震或火山爆發所致之毀損滅失責任或費用。本除外條款適用依條款 7、9、11 及 13 提出之所有求償。

6. 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.

7. COLLISION LIABILITY

- 7.1 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
- 7.1.1 loss of or damage to any other vessel or property on any other vessel
 - 7.1.2 delay to or loss of use of any such other vessel or property thereon
 - 7.1.3 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.
- 7.2 The indemnity provided by this Clause 7 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:
- 7.2.1 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 7 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.
 - 7.2.2 In no case shall the Underwriters' total liability under Clauses 7.1 and 7.2 exceed their proportionate part of the insured value of the Vessel hereby insured in respect of any one such collision.
- 7.3 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

- 7.4 Provided always that this Clause 7 shall in no case extend to any sum which the Assured shall pay for or in respect of
- 7.4.1 removal or disposal of obstructions, wrecks, cargoes or any other thing whatsoever
 - 7.4.2 any real or personal property or thing whatsoever except other vessels or property on other vessels
 - 7.4.3 the cargo or other property on, or the engagements of, the insured Vessel

6. 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。

7. 碰撞責任

- 7.1 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款項，保險人同意補償被保險人：
- 7.1.1 任何其他船舶或其上財物之毀損或滅失
 - 7.1.2 任何該其他船舶或其上財物之遲延或喪失使用
 - 7.1.3 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。
- 7.2 本第7條之補償係本保險其他條款或條件之補償以外另外之補償，此補償須遵守下列規定：
- 7.2.1 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7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。
 - 7.2.2 任何情況下保險人依本第7.1及7.2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。
- 7.3 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：
- 7.4 本第7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
- 7.4.1 障礙物、殘骸、貨物或其他物品之移除或處置
 - 7.4.2 非其他船舶或其上財物之任何不動產、動產或物品
 - 7.4.3 被保險船舶上之貨物或其他財物或其所承諾之約定

- 7.4.4 loss of life, personal injury or illness
 7.4.5 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).

- 7.4.4 人身之死亡、受傷或患病
 7.4.5 任何不動產、動產、或物品之污染或汙損或其威脅(但與被保險船舶碰撞之其他船舶除外)。

8. 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.

8. 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。

9. PROTECTION AND INDEMNITY

9.1 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:

- 9.1.1 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 7
 9.1.2 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
 9.1.3 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
 9.1.4 loss of life, personal injury, illness or payments made for life salvage
 9.1.5 liability under Clause 1(a) of the current Lloyd's Standard Form of Salvage Agreement in respect of unsuccessful, 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.

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

- 9.2.1 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
 9.2.2 additional expenses brought about by the outbreak of

9. 防護及補償

9.1 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：

- 9.1.1 任何原因所致(無論是否為第 7 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
 9.1.2 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
 9.1.3 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
 9.1.4 人命喪失、受傷、患病或人命救助之報酬
 9.1.5 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。

9.2 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：

- 9.2.1 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
 9.2.2 船上或岸上爆發傳染性疾病所

- infectious disease on board the Vessel or ashore
- 9.2.3 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
- 9.2.4 the expenses of the removal of the wreck of the Vessel from any place owned, leased or occupied by the Assured
- 9.2.5 legal costs incurred by the Assured, or which the Assured may be compelled to pay, in avoiding, minimising or contesting liability with the prior written consent of the Underwriters.

EXCLUSIONS

- 9.3 Notwithstanding the provisions of Clauses 9.1 and 9.2 this Clause 9 does not cover any liability cost or expense arising in respect of:
- 9.3.1 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
- 9.3.2 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
- 9.3.3 punitive or exemplary damages, however described
- 9.3.4 cargo or other property carried, to be carried or which has been carried on board the Vessel but this Clause 9.3.4 shall not exclude any claim in respect of the extra cost of removing cargo from the wreck of the Vessel
- 9.3.5 property, owned by builders or repairers or for which they are responsible, which is on board the Vessel
- 9.3.6 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
- 9.3.7 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
- 9.3.8 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
- 9.3.9 fines or penalties arising from overloading or illegal fishing
- 9.3.10 pollution or contamination of any real or personal property or thing whatsoever (This Clause 9.3.10 shall not exclude any amount recoverable under Clause 9.1.5)
- 9.3.11 general average, sue and labour and salvage charges,

- 生之額外費用
- 9.2.3 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忽或過錯所致之任何罰金
- 9.2.4 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
- 9.2.5 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

- 9.3 第9條第9.1項及9.2項不承保下列事項所致生之任何責任費用或開支：
- 9.3.1 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
- 9.3.2 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
- 9.3.3 任何型態之懲罰性損害賠償
- 9.3.4 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 9.3.4 條除外規定不予適用
- 9.3.5 造船廠或修理廠所屬或其應負責置放於船上之財物
- 9.3.6 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
- 9.3.7 屬於船上人員所有之現金、可轉讓債券、貴重金屬或鑽石、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
- 9.3.8 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
- 9.3.9 超載或非法釣魚之罰金或罰款
- 9.3.10 任何個人動產或財物或物品之污染或污損(本第 9.3.10 條不適用第 9.1.5 條可求償之數額)
- 9.3.11 由於船舶協議價值及或投保金

salvage, and/or collision liability to any extent that they are not recoverable under Clauses 7, 11 and 13 by reason of the agreed value and/or the amount insured in respect of the Vessel being inadequate.

9.4 The indemnity provided by this Clause 9 shall be in addition to the indemnity provided by the other terms and conditions of this insurance.

9.5 Where the Assured or the Underwriters may or could have limited their liability the indemnity under this Clause 9 in respect of such liability shall not exceed Underwriters' proportionate part of the amount of such limitation.

9.6 In no case shall the Underwriters' liability under this Clause 9 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.

9.7 PROVIDED ALWAYS THAT

9.7.1 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 9 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 9.

9.7.2 the Assured shall not admit liability for or settle any claim for which he may be insured under this Clause 9 without the prior written consent of the Underwriters.

額不適當而無法依第 7 條、第 11 條及第 13 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

9.4 本第 9 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。

9.5 被保險人或保險人得或已經限制其於本第 9 條之補償責任者，保險人之補償責任不應超過該責任限制之比例部份。

9.6 本保險人於第 9 條下有關於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。

9.7 但書

9.7.1 被保險人發生任何可能會依本第 9 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 9 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。

9.7.2 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 9 條可能承保之責任或求償。

10. NOTICE OF CLAIM AND TENDERS

10.1 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.

10.2 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.

10.3 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.

Due credit shall be given against the allowance as above for any amounts recovered in respect of fuel and stores and wages and maintenance of the Master Officers and Crew or any member thereof, including amounts allowed in general average, and for any amounts recovered from third parties in respect of damages for detention and/or loss of profit and/or running expenses, for the period covered by the tender allowance or any part thereof. Where a part of the cost of the

10. 求償與招標通知

10.1 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。

10.2 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。

10.3 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。

前述補償應扣減招標補償期間或其他任何部份有關之燃料、物料、船長船副船員薪資給養，包括可獲共同海損補償之數額，及任何有關延滯及或喪失利得或營運費用損失而自第三人之追償所得。除議定之自負額外，不能自保險人處請求之部份損害修理費用補償應比例扣減。

repair of damage other than a fixed deductible is not recoverable from the Underwriters the allowance shall be reduced by a similar proportion

10.4 In the event of failure to comply with the conditions of this Clause 10 a deduction of 15% shall be made from the amount of the ascertained claim.

11. GENERAL AVERAGE AND SALVAGE

11.1 This insurance covers the Vessel's proportion of salvage, salvage charges and/or general average, reduced in respect of any under-insurance, but in case of general average sacrifice of the Vessel the Assured may recover in respect of the whole loss without first enforcing their right of contribution from other parties.

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. 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 claims under Clauses 7, 9, 11 and 13) 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 13 arising from the same accident or occurrence.

12.2 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.

12.3 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. DUTY OF ASSURED (SUE AND LABOUR)

13.1 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.

13.2 Subject to the provisions below and to Clause 12 the

10.4 未遵守本第 10 條規定者，應自確定之求償額中扣減百分之十五。

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，船舶部份之救助、救助費用及或共同海損，然對於船舶共同海損犧牲，被保險人得無須先行使其要求其他關係人分攤之權利，即得請求有關全部損失之賠償。

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. 自負額

12.1 除所有單一意外或事故累計之求償(包括第 7、9、11、及 13 條之求償)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。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 13 條相關之求償。

12.2 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。

12.3 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之數額。

13. 被保險人之義務(損害防阻)

13.1 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。

13.2 依下列規定及第 12 條之規定，保險

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 13.5) and collision defence or attack costs are not recoverable under this Clause 13.

- 13.3 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.
- 13.4 When expenses are incurred pursuant to this Clause 13 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, or to the sound value of the Vessel at the time of the occurrence giving rise to the expenditure if the sound value exceeds that value. Where the Underwriters have admitted a claim for total loss and property insured by this insurance is saved, the foregoing provisions shall not apply unless the expenses of suing and labouring exceed the value of such property saved and then shall apply only to the amount of the expenses which is in excess of such value.
- 13.5 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, as may reasonably be regarded as having been incurred in respect of the Vessel; but if the Vessel be insured for less than its sound value at the time of the occurrence giving rise to the expenditure, the amount recoverable under this clause shall be reduced in proportion to the under-insurance.
- 13.6 The sum recoverable under this Clause 13 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.

14. NEW FOR OLD

Claims payable without deduction new for old.

15. 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

- 15.1 gritblasting and/or other surface preparation of new bottom plates ashore and supplying and applying any 'shop' primer thereto.
- 15.2 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
- 15.3 supplying and applying the first coat of primer /anti-corrosive to those particular areas mentioned in 15.1 and 15.2 above,

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 13.5 條規定者除外)及碰撞抗辯或攻擊費用依本第 13 條不得請求賠償。

- 13.3 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。
- 13.4 依本第 13 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，或如完好價值超過該約定價值時，以不超過保險金額與造成費用之事故發生時船舶完好價值間之比例。保險人如已同意全損之求償而本保險所承保之財物獲救時，前述條款不予適用，除非損害防阻費用超過該獲救財物之價值，在此超過情形下，僅適用超過之費用數額。
- 13.5 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；如船舶投保金額低於船舶完好價值(引起費用之事故發生之時之價值)，依本條款得請求賠償之數額應按不足額保險比例減少。
- 13.6 本第 13 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。

14. 新換舊

理賠給付不扣減新換舊之差額。

15. 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：

- 15.1 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。
- 15.2 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。
- 15.3 以上 15.1 及 15.2 所述部位之底漆及

shall be allowed as part of the reasonable cost of repairs in respect of bottom plating damaged by an insured peril.

防腐漆。

16. WAGES AND MAINTENANCE

No claim shall be allowed, other than in general average, for wages and maintenance of the Master, Officers and Crew, or any member thereof except when incurred solely for the necessary removal of the Vessel from one port to another for the repair of damage covered by the Underwriters, or for trial trips for such repairs, and then only for such wages and maintenance as are incurred whilst the Vessel is under way.

16. 薪資與給養

除共同海損外，船長、船副、船員等人員薪資與給養之求償不予允許，然因保險人承保之損害修理，因有必要由一港移船至另一港以修理損害或該修理之試航所發生之薪資給養，不在此限，薪資與給養之求償以船舶實際航行時發生者為限。

17. AGENCY COMMISSION

In no case shall any sum be allowed under this insurance either by way of remuneration of the Assured for time and trouble taken to obtain and supply information or documents or in respect of the commission or charges of any manager, agent, managing or agency company or the like, appointed by or on behalf of the Assured to perform such services

17. 代理佣金

被保險人花費時間與麻煩取得及提供資料文件之報酬或有關任何被保險人指定或代表被保險人之經理人、代理人、管理或代理公司或其他類似性質之公司從事該種服務之佣金或費用，依本保險不得求償。

18. UNREPAIRED DAMAGE

- 18.1 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.
- 18.2 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.
- 18.3 The Underwriters shall not be liable in respect of unrepaired damage for more than the insured value at the time this insurance terminates.

18. 未修理損害

- 18.1 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。
- 18.2 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。
- 18.3 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。

19. CONSTRUCTIVE TOTAL LOSS

- 19.1 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.
- 19.2 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.

19. 推定全損

- 19.1 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。
- 19.2 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。

20. DISBURSEMENTS WARRANTY

- 20.1 Additional insurances as follows are permitted:
20.1.1 *Disbursements, Managers' Commissions, Profits or Excess*

20. 費用擔保

- 20.1 可接受下列附加保險：
20.1.1 費用、經理人佣金、利得或船體

or increased Value of Hull and Machinery. A sum not exceeding 25% of the value stated herein.

20.1.2 *Freight, Chartered Freight or Anticipated Freight, insured for time.* A sum not exceeding 25% of the value as stated herein less any sum insured, however described, under 20.1.1.

20.1.3 *Freight or Hire, under contracts for voyage.* A sum not exceeding the gross freight or hire for the current cargo passage and next succeeding cargo passage (such insurance to include, if required, a preliminary and an intermediate ballast passage) plus the charges of insurance. In the case of a voyage charter where payment is made on a time basis, the sum permitted for insurance shall be calculated on the estimated duration of the voyage, subject to the limitation of two cargo passages as laid down herein. Any sum insured under 20.1.2 to be taken into account and only the excess thereof may be insured.

20.1.4 *Time Charter Hire or Charter Hire for Series of Voyages.* A sum not exceeding 50% of the gross hire which is to be earned under the charter in a period not exceeding 18 months. Any sum insured under 20.1.2 to be taken into account and only the excess thereof may be insured, which excess shall be reduced as the hire is advanced or earned under the charter by 50% of the gross amount so advanced or earned but the sum insured need not be reduced while the total of the sums insured under 20.1.2 and 20.1.5 does not exceed 50% of the gross hire still to be earned under the charter. An insurance under this Section may begin on the signing of the charter.

20.1.5 *Premiums.* A sum not exceeding the actual premium of all interests insured for a period not exceeding 12 months (excluding premiums insured under the foregoing sections but including, if required, the premium or estimated calls on any Club or War etc. Risk insurance) reducing pro rata monthly.

20.1.6 *Returns of premium.* A sum not exceeding the actual returns which are allowable under any insurance but which would not be recoverable thereunder in the event of a total loss of the Vessel whether by insured perils or otherwise.

20.1.7 *Insurance irrespective of amount against.*

Any risks excluded by Clauses 5, 22, 23, 24 and 25 below.

21.2 Warranted that no insurance on any interests enumerated in the foregoing 20.1.1 to 20.1.7 in excess of the amounts permitted therein and no other insurance which includes total loss of the Vessel P.P.I., F.I.A., or subject to any other like term, is or shall be effected to operate during the currency of this insurance by or for account of the Assured, Owners, Managers or Mortgagees. Provided always that a breach of this warranty shall not afford the Underwriters any defence to a claim by a Mortgagee who has accepted this insurance without knowledge of such breach.

21. RETURNS FOR CANCELLATION

To return pro rata monthly net for each uncommenced month if this

險之超額或增值險。保險金額不得超過本保單保險金額的百分之二十五。

20.1.2 論時投保之運費、備船運費或可期待的運費。保險金額不得超過本保單保險金額百分之二十五扣減去前 20.1.1 條已投保之金額。

20.1.3 依航程契約之運費或租金。金額不得超過當航程及次航程之總運費或總佣金(此一保險如經要求,可包括起初及中間之空載航程),加上保險之費用。依期間長短給付運費之論航備船,保險金額之計算以估計之航程期間為準,且以前述之兩航程為限。前第 20.1.2 款所投保之部份須一併列入計算,且僅超過部份才可投保。

20.1.4 論時備船或連續航程之備船費。以不超過十八個月總備船費的百分之五十為標準。任何已按第 20.1.2 條投保之金額應列入計算,僅超額部份才可投保,超額部份將百分之五十以內的先付部份或因先付方式而賺得之部份扣除,然依據第 20.1.2 及 20.1.5 條投保金額如不超過總備船費百分之五十時,可不用扣減。該項保險得於簽訂備船契約時開始。

20.1.5 保險費。金額不得超過所有利益十二個月內之實際保費(不包括前述幾種標的物之保費,然如經要求,可包括預估之協會會費、戰爭險、其他危險保費等),金額按月比例遞減。

20.1.6 退還保費。金額不得超過實際之保險退費額,且不論是否因被保險發生全損,均不得要求退費。

20.1.7 為保障下列危險之投保,金額不限:

任何 5、22、23、24 及 25 條除外之危險。

20.2 擔保前述第 20.1.1 至 20.1.7 條保險標的於在本保險有效期間之投保金額不超過其各自之規定,且擔保不保保單證明利益、承認全部利益等全損保險、或其他類似條件之保險,不論被保險人、船舶所有人、經理人、或抵押權人均不得違反以上擔保。然抵押權人接受本保險而不知已違反本擔保時,保險人不得以違反本擔保作為拒賠之理由。

21. 解約退費

本保險如經雙方同意解除或依第 2 條而

insurance be cancelled either by agreement or by the operation of Clause 2 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.

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

22. WAR EXCLUSION

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

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

23. STRIKES EXCLUSION

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

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

24. MALICIOUS ACTS EXCLUSION

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

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

25. 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.

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。

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。

22. 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：

- 22.1 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
- 22.2 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
- 22.3 棄置之水雷、魚雷、炸彈或其他棄置之戰爭武器。

23. 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：

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

24. 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：

- 24.1 炸藥爆炸。
- 24.2 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。

25. 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。