

協會遊艇條款

(僅與新海上保單格式一起使用)

INSTITUTE YACHT CLAUSES

(For use only with the new marine policy form)

1/1/85

ITC-Yacht-1985

1/11/85

Cl. 328

This insurance is subject to English law and practice

本保險依據英國法律與實務

1. VESSEL

Vessel means the hull, machinery, boat(s), gear and equipment, such as would normally be sold with her if she changed hands.

1. 船舶

船舶係指船體、機器、小艇、及於船舶轉讓時，通常可被連同出售之機具及設備。

2. IN COMMISSION AND LAID UP

2.1 The Vessel is covered subject to the provisions of this insurance

2.2.1 While in commission at sea or on inland waters or in port, docks, marinas, on ways, gridirons, pontoons, or on the hard or mud or at place of storage ashore including lifting or hauling out and launching, with leave to sail or navigate with or without pilots, to go on trial trips and to assist and tow vessels or crafts in distress, or as is customary, 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 Owners, Masters, Managers, or Charterers.

2.2.2 While laid up out of commission as provided for in Clause 4 below, including lifting or hauling out and launching, while being moved in shipyard or marina, dismantling, fitting out, overhauling, normal maintenance or while under survey, (also to include docking and undocking and periods laid up afloat incidental to laying up or fitting out and with leave to shift in tow or otherwise to or from her lay-up berth but not outside the

2. 船舶使用及停航

2.1 依本保險規定，承保船舶：

2.2.1 於海上或內水或港內，碼頭、船塢、航道、船台、浮塢、或於硬地或泥地，或岸上倉庫中為使用，包括起浮、拖曳及下水、無論有無引水人在船為啟航或航行、試航、協助及拖帶受難船舶或艇具，但除習慣性或於需要協助時，擔保船舶不得被拖帶，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。

2.2.2 於未使用而依下列第4條規定為停航時，包括起浮、拖曳或下水、移往船塢或泊船區、拆裝設備、檢修、正常保養或進行檢驗(包括進塢或出塢、臨時停航或裝置設備所致之船舶停航、離開原地進行救助或基於其他目的，開往泊位或自泊位離開，但

limits of the port or place in which the vessel is laid up) but excluding, unless notice to be given to the Underwriters and any additional premium required by them agreed, any period for which the Vessel is used as a Houseboat or is under major repair or undergoing alteration.

2.2 Notwithstanding Clause 2.1 above the gear and equipment, including outboard motors, are covered subject to the provisions of this insurance while in place of storage or repair ashore.

3. NAVIGATING AND CHARTER HIRE WARRANTIES

3.1 Warranted not navigating outside the limits stated in the Schedule to the policy or, provided previous notice to be given to the Underwriters, held covered on terms to be agreed.

3.2 Warranted to be used solely for private pleasure purposes and not for hire charter or reward, unless specially agreed by the Underwriters.

4. LAID UP WARRANTY

Warranted laid up out of commission as stated in the schedule to the policy, or held covered on terms to be agreed provided previous notice to the given to the Underwriters.

5. SPEED WARRANTY

5.1 Warranted that the maximum designed speed of the Vessel, or the parent Vessel in the case of a Vessel with boat(s), does not exceed 17 knots.

5.2 Where the Underwriters have agreed to delete this warranty, the conditions of the speedboat Clause 19 below shall also apply.

6. CONTINUATION

Should the Vessel at the expiration this insurance be at sea or in distress or at a port of place of refuge or of call, she shall, provided prompt notice be given to the Underwriters, be held covered at a premium to be agreed until anchored or moored at her next port of call in good safety.

7. ASSIGNMENT

No assignment of or interest in this insurance or in any moneys which may be or become payable there under 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

以不離開該船舶停航之港口或地點為限), 然不包括船舶被使用於船屋或進行重大修理或改裝, 然通知保險人, 並同意保險人所要求之任何額外保費者除外。

2.2 無論前述第 2.1 條規定為何, 位於岸上倉庫或修理處所之船具及設備, 包括船外機, 依本保險規定予以承保。

3. 航行及出租擔保

3.1 擔保不於本保單所載界線外航行, 或除事先通知保險人, 並依所協議之條件為續保。

3.2 擔保僅能專為私人娛樂用途使用, 且非經保險人特別同意, 不得用於出租或獲取報酬。

4. 停航擔保

擔保依本保單所載未使用時為停航, 或除事先通知保險人, 並依所協議之條件為續保。

5. 船速擔保

5.1 擔保船舶之最高設計船速, 或於有小艇之母船情況, 船速不超過 17 節。

5.2 於保險人已同意刪除本擔保時, 第 19 條快速船條款規定應即適用之。

6. 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加付保費後, 本保險得繼續承保至船舶下一安全停泊港下錨或繫泊為止。

7. 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

any claim or return of premium there under.

註附加於保險單上者除外。

8. CHANGE OF OWNERSHIP

This Clause 8 shall prevail notwithstanding any provision whether written typed or printed in this insurance inconsistent herewith.

- 8.1 Should the Vessel be sold or transferred to new ownership, or where the Vessel is owned by a company, should there be a change in the controlling interest(s) of the company, then, unless the Underwriters agree in writing to continue the insurance, this insurance shall become cancelled from the time of such sale, transfer, or change, and a pro rata daily net return of premium be made calculated on the premium charged for the in commission and/or laid up period.
- 8.2 If however, the Vessel shall have left her moorings or be at sea at the time of sale or transfer such cancellation shall if required by the Assured, be suspended until arrival at port or place of destination.

9. PERILS

Subject always to the exclusions in this insurance

- 9.1 This insurance covers loss of or damage to the subject matter insured caused by:
- 9.1.1 Perils of the seas, rivers, lakes, or other navigable waters
 - 9.1.2 Fire
 - 9.1.3 Jettison
 - 9.1.4 Piracy
 - 9.1.5 Contact with dock or harbor equipment of installation, land conveyance, aircraft or similar objects or objects falling there from
 - 9.1.6 Earthquake Volcanic eruption or lightning
- 9.2 and, provided such loss or damage has not resulted from want of due diligence by the assured Owners or Managers, this insurance covers
- 9.2.1 Loss of or damage to the subject matter insured caused by
- 9.2.1.1 Accidents in loading, discharging or moving stores, gear, equipment, machinery or fuel
 - 9.2.1.2 Explosions
 - 9.2.1.3 Malicious Acts
 - 9.2.1.4 Theft of the entire Vessel or her boat(s) or outboard motor(s)
- provided it is securely locked to the vessel or her boat(s) by an anti-theft device in addition to its normal method of attachment, or following upon forcible entry into the Vessel or place of storage or repair, theft of machinery including outboard motor(s), gear or equipment
- 9.2.2 Loss of or damage to the subject matter insured, *excepting motor and connection (but not strut, shaft or propeller), electrical equipment and batteries and connections*, caused by:

8. 所有權變更

本保險任何規定(不論手寫打字或印刷)與本條款有抵觸時,應優先適用本第8條之規定。

- 8.1 船舶出售或移轉給新所有權人,或船舶為公司所有時,該公司之控制方有所變更,則除保險人書面同意繼續承保本保險外,本保險應於該出售、移轉或變更之時予以解除,並依使用及或停航期間所洽收之保險費,按日比例退還保費。
- 8.2 如船舶於出售或移轉之時,已離開其下錨地或位於海上,一經被保險人請求,該解約得展延至到達港口或目的地時。

9. 承保風險

於適用本保險除外規定之情況下

- 9.1 本保險承保保險標的因下列事故所引起之毀損或滅失:
- 9.1.1 海上、河川、湖泊或其他可航行水域之危險
 - 9.1.2 失火
 - 9.1.3 投棄
 - 9.1.4 海盜
 - 9.1.5 與船塢或港口設備或設施、陸上輸送器、飛航器或類似物體或自該物體掉落之其他物體碰觸
 - 9.1.6 地震、火山爆發或閃電
- 9.2 於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之情況下,本保險承保:
- 9.2.1 保險標的因下列事故所引起之毀損或滅失
- 9.2.1.1 貨物裝、卸、翻艙或填加燃料時之意外
 - 9.2.1.2 爆炸
 - 9.2.1.3 惡意不法行為
 - 9.2.1.4 全船或其小艇或船外機之偷竊
- 然船舶或其小艇於一般所附屬方式以外,及得以強行進入船舶、堆放或修理處所,得針對包括船外機、索具或設備等機器為偷竊之防竊裝置已確實上鎖。
- 9.2.2 保險標的因下列事故所引起之毀損或滅失,然不包括發動機及其連接設施(非軸架、軸心或推進器)、電力設備及電瓶及連接設施:

9.2.2.1 Latent defects in hull or machinery, breakage of shafts or bursting of boilers (excluding the cost and expense of replacing or repairing the defective part broken shaft or burst boiler)

9.2.2.2 The negligence of any person whatsoever, but excluding the cost of making good any defect resulting from either negligence or breach of contract in respect of any repair or alteration work carried out for the account of the assured and/or the Owners or in respect of the maintenance of the Vessel.

9.3 This insurance covers the expense of sighting the bottom after stranding, if reasonable incurred especially for that purpose, even if no damage is found.

10. EXCLUSIONS

No claim shall be allowed in respect of any:

- 10.1 Outboard motor dropping off or falling overboard
- 10.2 Ship's boat having a maximum designed speed exceeding 17 knots, unless such boat is specially covered herein and subject also to the conditions of the speedboat Clause 19 below, or is on the parent Vessel or laid up ashore
- 10.3 Ship's boat not permanently marked with the name of the parent Vessel
- 10.4 Sails and protective covers split by the wind or blown away while set, unless in consequence of damage to the spars to which sails are bent, or occasioned by the Vessel being stranded or in collision or contact with any external substance (ice included) other than water
- 10.5 Sails, masts, spars or standing and running rigging while the Vessel is racing, unless the loss or damage is caused by the Vessel being stranded, or sunk burnt, on fire or in collision or contact with any external substance (ice included) other than water
- 10.6 Personal effect
- 10.7 Consumable stores, fishing gear or moorings
- 10.8 sheathing, or repairs thereto, unless the loss or damage has been caused by the Vessel being stranded, sunk, burnt, on fire or in collision or contact with any external substance (ice included) other than water
- 10.9 Loss or expenditure incurred in remedying a fault in design or construction or any cost of expense incurred by reason of betterment of alteration in design or construction
- 10.10 Motor and connections (but not strut shaft or propeller) electrical equipment and batteries and connections, where the loss or damage has caused by heavy weather, unless the loss or damage has been caused by the Vessel being immersed, but this clause 10.10 shall not exclude loss or damage caused by the Vessel being stranded or in collision or contact with another vessel, pier or jetty.

9.2.2.1 船體或機器之內在瑕疵、軸心斷裂或鍋爐爆炸(該斷裂軸心或破裂鍋爐之瑕疵部分之更換或修理費用除外)

9.2.2.2 任何人之過失，但不包括因任何為被保險人或船舶所有人所進行之修理或改裝作業或有關船舶保養有違約過失所致之任何瑕疵之修復費用。

9.3 本保險承保於擱淺後為特別檢視船底之目的合理所生之費用，既使未發現損害者亦同。

10. 除外條款

有關下列情況不予理賠：

- 10.1 船外機脫落或落海
- 10.2 船載小艇最大設計速度超過航速 17 節，然保險契約特別承保並符合快艇條款第 19 條所規定之條件或載於母船上或置放於岸上者除外
- 10.3 船載小艇並未永久記載母船名字
- 10.4 安置好之船帆或防護性覆蓋物被風扯破或吹走，然因船帆懸掛之帆桁受損，或船舶擱淺、碰撞、或與其他除水以外之物體(包括冰)接觸所致者除外
- 10.5 船舶航行時，船帆、船桅、帆桁或立柱滅失或損害，然該滅失或損害係因船舶擱淺、沈沒、焚燬、失火或碰撞、或與其他除水以外之物體(包括冰)接觸所致者除外
- 10.6 個人行李
- 10.7 消耗品、漁具或繫泊屬具
- 10.8 護被或維修品之滅失或損害，然該滅失或損害係因船舶擱淺、沈沒、焚燬、失火或碰撞、或與其他除水以外之物體(包括冰)接觸所致者除外
- 10.9 為修正設計或建造缺陷所致生之損失或費用或設計或建造改良或改變所致生之費用
- 10.10 因惡劣天氣所致之發動機、連接設施(非軸架或推進器)、電力設備、電瓶及其連接設施之滅失或損害，然該滅失或損害係因船舶浸水所致者除外；然本第 10.10 款並未排除不保船舶擱淺、碰撞或與另一船舶、碼頭或堤岸接觸所致之滅失或損害。

11. LIABILITY TO THIRD PARTIES

This clause only applies when a sum is stated for this purpose in the schedule to the policy.

11.1 The Underwriters agree to indemnify the assured for any sum or sums which, the assured shall become legally liable to pay and shall pay, by reason of interest in the insured Vessel and arising out of accidents occurring during the currency of this insurance, in respect to:

11.1.1 Loss of or damage to any other vessel or property whatsoever

11.1.2 Loss of life, personal injury or illness, including payments made for life salvage, caused on or near the Vessel or any other vessel

11.1.3 Any attempted or actual raising, removal or destruction of the wreck of the assured Vessel or the cargo thereof or any neglect of failure to raise, remove or destroy same.

11.2 Legal Costs

The Underwriters will also pay, provided their prior written consent has been obtained:

11.2.1 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

11.2.2 The costs for representation at any coroner's inquest or fatal accident enquiry.

11.3 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.

11.4 Navigation By Other Persons

The provisions of the Clause 11 shall extend to any person navigating or in charge of the insured Vessel with the permission of the assured named in this insurance (other than a person operating, or employed by the operator of, a shipyard, marina, repair yard, slipway, yacht club, sales agency or similar organization) and who while navigating or in charge of the Vessel shall in consequence of any occurrence covered by this Clause 11 become liable to pay and shall pay any sum or sums to any person or persons, other than to the assured named in this insurance, but indemnity under this Clause shall insure above, at the written request of and through the agency of the assured. Nothing in this extension shall increase the underwriters' liability beyond the limitation of liability imposed by Clause 11.8 below and this extension shall be subject to all other terms conditions and warranties of this insurance.

Nothing in this Clause 11.4 shall be deemed to override the provisions of Clause 3.2 above.

11.5 Removal of Wreck Extension

11. 對第三人之責任

該條款僅適用於在保單明細表中為此目的而載明有具體金額的情形

11.1 因被保險船舶相關利益及於本保險之保險期間所發生有關下列事項之任何意外而致被保險人依法應負責賠付任何款項或數款項，保險人同意補償被保險人：

11.1.1 任何其他船舶或其上財物之毀損或滅失

11.1.2 人員傷亡或患病，包括於被保險船舶或其他船舶上或附近救助人命而應支付之費用

11.1.3 打撈、清除、銷毀被保險船舶殘骸或貨物之任何企圖或實際措施，或因採取這些措施或未能採取這些措施之過失。

11.2 法律費用

於事先獲得保險人書面同意之情況下，保險人亦會賠付下列費用：

11.2.1 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支付之法律費用

11.2.2 驗屍或人命事故調查費用

11.3 姐妹船條款

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。

11.4 由他人駕駛船舶

第 11 條規定擴大適用於保險契約所列名之被保險人之同意下之駕駛或負責保險船舶之任何人員(非任何操作船舶之人、或由造船廠、修理廠、船臺、遊艇俱樂部、銷售代理商或類似組織之營運人所僱傭的人員)，且該人於駕駛及掌管船舶時發生本第 11 條規定之保險事故而需對除被保險人之外之人負賠償責任；然依據本條之賠償須利於被保險人，且於被保險人代理人之書面要求下，僅適用於上列所述負責該船舶之一人。該擴大承保條款不得提高 11.8 條所規定之責任限額，且該擴大承保條款仍應受本保險其他條款及擔保條款之拘束。

本第 11.4 款不得認為比上述 3.2 款更重要。

11.5 清除殘骸擴大承保

This insurance also to pay the expenses, after deduction of the proceeds of the salvage, of the removal of the wreck of the insured Vessel from any place owned, leased or occupied by the assured.

11.6 Liabilities Section Exclusions

Notwithstanding the provisions of the Clause 11 this insurance does not cover any liability cost of expense arising in respect of:

- 11.6.1 Any direct or indirect payment by the Assured under Workmen's Compensation or Employers' Liability acts and any other statutory or common law liability in respect of accidents to or illness of workmen or any other persons employed in any capacity whatsoever by the Assured or by any person to whom the protection of this insurance is afforded by reason of the provisions of Clause 11.4 above, in on or about or in connection with the Vessel hereby insured or her cargo, materials or repairs
- 11.6.2 Any boat belonging to the Vessel and having a maximum designed speed exceeding 17 knots, unless such boat is specially covered herein and subject also to the conditions of the speedboat Clause 19 below, or is on the parent Vessel or laid up ashore
- 11.6.3 Any liability to or incurred by any person engaged in water skiing or aquaplaning, while being towed by the Vessel or preparing to be towed or after being towed until safely aboard or ashore
- 11.6.4 Any liability to or incurred by any person engaged in a sport or activity, other than water skiing or aquaplaning, while being towed by the Vessel or preparing to be towed or after being towed until safely on aboard or ashore
- 11.6.5 Punitive or exemplary damages, however described

11.7 Water – Skiers Liabilities

Should Clause 11.6.3 and/or Clause 11.6.4 above be deleted, the liabilities mentioned in such clause(s) shall be covered hereunder, subject always to the warranties, conditions and limits of this insurance.

11.8 Limit of Liability

The liability of the Underwriters under this Clause 11, in respect of any one accident or series of accidents arising out of the same event, shall in no case exceed the sum stated for this purpose in the Schedule of the policy, but when the liability of the assured has been contested with the consent in writing of the Underwriters, the Underwriters will also pay a like proportion of the costs which the Assured shall thereby incur or be compelled to pay.

12. EXCESS AND 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 11, 14 and 15) exceeds the amount stated for this purpose in the schedule to the policy, in which case this sum shall be deducted. This Clause 12.1 shall not apply to a claim for total or constructive total loss of the Vessel or, in

本保險亦會支付從被保險人所有、租借或佔有的任何地方清除被保險船舶殘骸之費用，惟應扣除殘骸出售所得。

11.6 責任除外

無論第 11 條規定為何，本保險不承保因下列事項所致之任何責任、成本或費用

- 11.6.1 依照勞工賠償及雇主責任法令及其他任何成文或普通法責任，有關勞工或被保險人或受本保險防護之人所雇用之任何身份之人因第 11.4 項規定，且與被保險船舶及其貨物、材料或修理有關事項所發生之意外事件或患病所生之直接或間接費用而為被保險人所支付者
- 11.6.2 屬於船舶之任何小艇設有不超過 17 節最高速度之限制者，然保險契約特別承保並符合快艇條款第 19 條所規定之條件或載於母船上或置放於岸上者除外
- 11.6.3 由船舶拖帶或準備拖帶或拖帶後安全登船或上岸後，從事滑水或滑水板運動之任何人員所引起之任何責任
- 11.6.4 由船舶拖帶或準備拖帶或拖帶後安全登船或上岸後之從事滑水或滑水板運動以外之其他運動或活動之人所引起之任何責任
- 11.6.5 無論任何類型之懲罰性損害賠償

11.7 滑水人之責任

如前述第 11.6.3 及/或 11.6.4 條予以刪除，該條款責任仍予以承保，然應用本保險各擔保、條件或限制規定之拘束。

11.8 責任限額

保險人於第 11 條對於任一事故或任一事件所致生之一連串事故之責任，不應超過本保單附錄所載之金額；然於保險人書面同意之情況下，被保險人為責任抗辯所支付或被迫支付之費用之相同比例部分，保險人亦同意支付之。

12. 超額及自負額

12.1 除所有單一意外或事故累計之求償(包括第 11、14 及 15 條之求償)超過本保單為本條目的所載明之數額外，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。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

the even of such a claim, to any associated claim under Clause 15 arising from the same accident or occurrence.

12.2 Prior to the application of Clause 12.1 above and in addition, thereto, deductions new for old not exceeding one-third may be made at the Underwriters' discretion in respect of loss of or damage to:

12.1.1 Protective covers, sails and running rigging

12.1.2 Outboard motors whether or not insured by separate valuation under this insurance.

13. NOTICE OF CLAIM AND TENDERS

13.1 Prompt notice shall be given to the Underwriters in the event of any occurrence, which may give rise to a claim under this insurance, and any theft or malicious damage shall also be reported promptly to the Police.

13.2 Where loss or damage has occurred, notice shall be given to the Underwriters prior to survey and, if the Vessel is abroad, also to the nearest Lloyd's Agent so that a surveyor may be appointed to represent the Underwriters should they so desire.

13.3 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 Underwriters' requirements being refunded to the assured) and have a right of veto concerning a place of repair or a repairing firm.

13.4 The Underwriters may also take tenders or may require tenders to be taken for the repair of the Vessel.

14. SALVAGE CHARGES

Subject to any express provision in this insurance, salvage charges incurred in preventing a loss by perils insured against may be recovered as a loss by those perils.

15. DUTY OF ASSURED

15.1 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 minimizing a loss which would be recoverable under this insurance.

15.2 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, collision defense or attack cost and costs incurred by the Assured in contesting liability covered by Clause 11.2 are not recoverable under this Clause 15.

15.3 The Assured shall render to the Underwriters all possible and aid in obtaining information and evidence should the Underwriters desire to proceedings at their own expense and for their own benefit in the name of the Assured to recover compensation or to secure an indemnity from any third party in respect of anything covered by this insurance.

下，任何同一意外或事故所生依第 15 條相關之求償。

12.2 於適用前列第 12.1 條前，且於適用該項之外，依保險人決定，下列項目之毀損滅失得扣減不超過三分之一之新換舊：

12.1.1 防護性遮蓋物、船帆及帆具

12.1.2 船外機，無論其是否依本保險為分別價值之承保。

13. 求償與招標通知

13.1 意外事故所致毀損滅失依本保險有求償可能時，應通知保險人，有任何竊盜或惡意毀損時應立即向警方通報。

13.2 於發生毀損或滅失時，應於公證前通知保險人，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。

13.3 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。

13.4 對於船舶之修理，保險人得進行招標或得要求採取招標方式。

14. 救助費用

於適用本保險任何明示規定之情況下，承保為避免承保風險所致之損失，而該風險所致損失依本保險可為求償所發生之救助費用。

15. 被保險人之義務

15.1 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。

15.2 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、碰撞抗辯或攻擊費用及被保險人為抗辯第 11.2 條所承保責任之費用，依本第 15 條不得請求賠償。

15.3 於保險人為自身利益以被保險人名義自費向第三人提起有關本保險所承保任何事項之訴訟時，被保險人應給予保險人一切可能協助，使其能獲得資訊及證據，以便保險人得向第三人為追償或保全賠償。

- 15.4 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.
- 15.5 The sum recoverable under this Clause 15 shall be in addition to the loss otherwise recoverable under this insurance but in no circumstances shall amounts recoverable under Clause 15.2 exceeds the sum insured under this insurance in respect to the Vessel.

- 15.4 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。
- 15.5 本第 15 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，然無論如何依第 15.2 條可獲補償之數額不得超過本保險關於船舶之保險金額。

16. UNREPAIRED DAMAGE

- 16.1 The measure of indemnity in respect of claims for un-repaired damage shall be the reasonable depreciation in the market value of the Vessel at the time this insurance terminates arising for such un-repaired damage, but not exceeding the reasonable cost of repairs.
- 16.2 In no case shall the Underwriters be liable for un-repaired 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 un-repaired damage for more than the insured value at the time this insurance terminates.

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. 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 damages arising from the same accident shall be taken into account.

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. DISBURSEMENTS WARRANTY

Warranted that no amount shall be insured policy proof of interest or full interest admitted for account of the Assured, Mortgages or Owners on disbursements, commission, profits or other interests or excess or increased value of hull of machinery however described unless the insured value of the Vessel is over \$50,000.00 and then not to exceed 10 percent to the total amount insured in respect of the Vessel as stated in the Schedule to the policy. Provided always that a breach of this warranty shall not afford the Underwriters any defense to a claim by a Mortgage who has accepted this insurance without knowledge of such breach.

18. 費用擔保

保證被保險人，抵押權人或所有人的營運費用、傭金、利潤或其他利益或船體或機器的超值或增值不得為保單證明的利益或許可金額的利益，除非船舶的保險價值超過 5 萬美元且不過在保單明細表中載明的船舶保險總額的 10%。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。

19. SPEEDBOAT CLAUSE

Where this Clause 19 applies it shall override any conflicting provisions in the Clauses above.

19. 快艇條款

於本第 19 條適用時，前述任何條款與本條款有衝突者，本條款應優先適用之。

- 19.1 It is a condition of this insurance that when the Vessel concerned is underway the Assured named in the schedule to the policy or other competent person(s) shall be on board and in control of the Vessel.
- 19.2 No Claim shall be allowed in respect of loss of or damage to the Vessel or liability to any third party or any salvage services.
- 19.2.1 caused by or arising from the Vessel being stranded sunk swamped immersed breaking adrift while moored or anchored unattended off an exposed beach or shore.
- 19.2.2 Arising while the Vessel is participation in racing or speed tests, or any trials on connection therewith.
- 19.3 No claim shall be allowed in respect of rudder strut shaft or propeller
- 19.3.1 under Clauses 9.2.2.1 and 9.2.2.2
- 19.3.2 For any loss or damage caused by heavy whether, water or contact other than with another vessel pier or jetty, but this Clause 19.3.2 shall not exclude damage caused by the Vessel being immersed as a result of heavy weather.
- 19.4 If the Vessel is fitted with inboard machinery no liability shall attach to this insurance in respect of any claim caused by or arising through fire or explosion unless the vessel is equipped in the engine room (or engine space) tank space and galley, with a fire extinguishing system automatically operated or having controls at the steering position and properly installed and maintained in efficient working order.
- 19.1 船舶行進時，本保單表列上所載明之被保險人或其他合格人員應位於船上並控制船舶為本保險之前提條件。
- 19.2 因下列原因致生對船舶毀損滅失或對第三人責任或任何救助服務時，不予理賠：
- 19.2.1 船舶繫泊或下錨於無人看管的開闊海岸時，船舶擱淺、沈沒、滅頂、浸沒或漂泊
- 19.2.2 船舶參與賽船或測速或與其有關之任何試航。
- 19.3 因有關舵柱、軸心或螺旋槳之下列情況，不予理賠：
- 19.3.1 依第 9.2.2.1 及 9.2.2.2 條
- 19.3.2 因惡劣天候、水或與其他船舶、突堤或碼頭以外接觸、但本第 19.3.2 條不排除船舶因惡劣天候而致浸沒所致生之損害。
- 19.4 如船舶配置有船內機，除船舶之機艙(或引擎室)、油槽及廚房安裝自動操作或可透過掌舵為控制並適當地保持良好工作狀態之滅火系統外，本保險不負責因失火或爆炸所致或所生對該船內機之任何求償。

20. CANCELLATION AND RETURN OF PREMIUM

This insurance may be cancelled by the Underwriters at any time subject to 30 days notice to the assured or by mutual agreement, when a pro rata daily net return of premium shall be made calculated on the premium charged for the in commission and/or laid up period.

The Following Clauses Shall Be Paramount and Shall Override Anything Contained in This Insurance Inconsistent Therewith.

21. WAR EXCLUSION

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

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

22. STRIKES AND POLITICAL ACTS EXCLUSION

In no case shall this insurance cover loss damage liability or

20. 解約退費

保險人得以提前 30 天通知被保險人或經雙方共同協議解除本保險契約，保費退還按日比例計算。

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。

21. 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：

- 21.1 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
- 21.2 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
- 21.3 棄置之水雷、魚雷、炸彈或其他棄置之戰爭武器。

22. 罷工及政治行為除外

本保險不承保以下原因所致之滅失、毀

expense caused by:

22.1 Strikers, locked-out workmen, or persons taking part in labor disturbances, riots or civil commotions

22.2 Any terrorist or any person acting from a political motive.

損、責任或費用：

22.1 罷工工人、閉廠工人或參與勞動紛爭、騷亂或民亂之人員。

22.2 任何恐怖份子或任何具政治動機為行為之人。

23. NUCLEAR EXCLUSIONS

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

23.1 Any weapon of war employing atomic or nuclear fission and/or other like reaction or radioactive force or matter.

23.2 Ionizing radiations from or contamination by radioactive from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel

23.3 The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly component thereof.

23. 核子除外

於任何情況下，本保險均不承保因下列事項所致之毀損、滅失、責任或費用：

23.1 任何運用原子或核子分裂及或融合或其他類似反應或放射力或物質之戰爭武器。

23.2 從核子燃料或廢料、核子燃料燃燒而來之離子輻射或放射性污染。

23.3 任何核子設施、反應爐或其他核子裝備或其核子組件之放射性、具毒性、爆炸性或其他危險或污染性之財產。