

# 協會航程條款 - 運費

(僅與新海上保單格式一起使用)

本保險依據英國法律與慣例

## INSTITUTE VOYAGE CLAUSES – FREIGHT

(For use only with the new marine policy form)

This insurance is subject to English law and practice

1/11/95

### IVC-FRT-1995

1 /11 /95

Clause 288

#### 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 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 shall not exclude customary towage in connection with loading and discharging.

#### 2. CRAFT RISKS

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

#### 3. CHANGE OF VOYAGE

Held covered in case of deviation or change of voyage or any breach of warranty as to towage or salvage services, 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. ASSIGNMENT

#### 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. 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. 航程變更

如有航程偏離或變更或違反任何有關拖帶或救助服務擔保之情況時，於收到訊息後立即通知保險人並同意保險人所要求承保條件之修訂及額外保費下，得續保之。

#### 4. 轉讓

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 recognised 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.

## 5. PERILS

5.1 This insurance covers loss of the subject-matter insured caused by

5.1.1 perils of the seas rivers lakes or other navigable waters

5.1.2 fire explosion

5.1.3 violent theft by persons from outside the Vessel

5.1.4 jettison

5.1.5 piracy

5.1.6 breakdown of or accident to nuclear installations or reactors

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

5.1.8 earthquake volcanic eruption or lightning

5.2 This insurance covers loss of the subject-matter insured

5.2.1 accidents in loading discharging or shifting cargo or fuel

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

5.2.3 negligence of Master Officers Crew or Pilots

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

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

5.3 Masters Officers Crew or Pilots not to be considered Owners within the meaning of this Clause 5 should they hold shares in the Vessel.

## 6. POLLUTION HAZARD

This insurance covers loss of or damage to the subject matter insured caused by any governmental authority acting under the powers vested in it to prevent or mitigate a pollution hazard or damage to the environment. or threat thereof, resulting directly from a peril covered by this insurance, provided that such act of governmental authority has not resulted from want of due diligence by the Assured, Owners or Managers to prevent or mitigate such hazard or damage, or threat thereof. Master Officers Crew or Pilots not to be considered Owners within the meaning of this Clause 6 should they hold shares in the Vessel.

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，除非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保險單上，並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。

## 5. 承保風險

5.1 本保險承保保險標的因下列事故所引起之滅失：

5.1.1 海上、河川、湖泊或其他可航行水域之危險

5.1.2 失火、爆炸

5.1.3 來自船外他人之暴力盜取行為

5.1.4 投棄

5.1.5 海盜

5.1.6 核子裝置或反應爐之故障或意外

5.1.7 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

5.1.8 地震、火山爆發或閃電

5.2 本保險承保保險標的因下列事故所引起之滅失：

5.2.1 貨物裝、卸、翻艙或填加燃料時之意外

5.2.2 鍋爐破裂、軸心斷裂、或任何機器或船體之隱有瑕疵

5.2.3 船長、船副、船員或引水人之疏失

5.2.4 修理廠或租傭船人之疏失，但該修理廠或租傭船人須非為本保險之被保險人

5.2.5 船長船副船員之惡意不法行為然以滅失非由於被保險人、船舶所有人、經理人欠缺相當注意所引起者為限。

5.3 持有船舶股權之船長、船副、船員或引水人不被認為本第 5 條所指稱之船舶所有人。

## 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所承保之風險直接所致之污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 6 條所指稱之船舶所有人。

## 7. FREIGHT COLLISION LIABILITY

- 7.1 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
- 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, 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.
- 7.2 Provided always that:
- 7.2.1 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;
- 7.2.2 no claim shall attach to this insurance:
- 7.2.2.1 which attaches to any other insurances covering collision liabilities
- 7.2.2.2 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.
- 7.2.3 this Clause 7 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:
- 7.2.3.1 removal or disposal, under statutory powers or otherwise, of obstructions, wrecks, cargoes or any other thing whatsoever
- 7.2.3.2 any real or personal property or thing whatsoever except other vessels or property on other vessels
- 7.2.3.3 pollution or contamination of any real or personal

## 7. 運費碰撞責任

- 7.1 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：
- 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，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。
- 7.2 但書：
- 7.2.1 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；
- 7.2.2 本保險不承保下列求償：
- 7.2.2.1 任何承保碰撞責任之其他保險所承保之求償
- 7.2.2.2 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。
- 7.2.3 本第 7 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：
- 7.2.3.1 障礙物、殘骸、貨物或其他物品依公權力之移除或處置
- 7.2.3.2 非其他船舶或其上財物之任何不動產、動產或物品
- 7.2.3.3 任何不動產、動產、或

- property or thing whatsoever (except other vessels with which the insured vessel is in collision or property on such other vessels)
- 7.2.3.4 the cargo or other property on or the engagements of the vessel
- 7.2.3.5 loss of life, personal injury or illness.

- 物品之污染或汗損或其威脅(但與被保險船舶碰撞之其他船舶除外)
- 7.2.3.4 船舶上之貨物或其他財物或與船舶有關之使用約定
- 7.2.3.5 人身之死亡、受傷或患病。

## 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 riot 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. GENERAL AVERAGE AND SALVAGE

- 9.1 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 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.
- 9.3 No claim under this Clause 9 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.

## 9. 共同海損與救助

- 9.1 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。
- 9.2 如運送契約無特別規定，理算應根據冒險終止地之法律與實務；但如運送契約有規定時，理算應根據約克安特衛普規則。
- 9.3 本第 9 條不賠償非為避免或有關避免承保危險所發生之損失。

## 10. 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.

## 10.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。

## 11. MEASURE OF INDEMNITY

- 11.1 The amount recoverable under this insurance for any claim for loss of freight shall not exceed the gross freight actually lost.
- 11.2 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.

## 11.補償限額

- 11.1 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。
- 11.2 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。

- 11.3 In calculating the liability under this Clause 9 all insurances on freight shall likewise be taken into consideration.
- 11.4 Nothing in this Clause 11 shall apply to any claim arising under Clause 13.

## **12. 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.

## **13. TOTAL LOSS**

- 13.1 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.
- 13.2 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.
- 13.3 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 13.

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

## **14. WAR EXCLUSION**

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

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

## **15. STRIKES EXCLUSION**

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

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

## **16. MALICIOUS ACTS EXCLUSION**

- 11.3 於計算本第 9 條責任時，所有運費保險均應予以同等考量。
- 11.4 本第 11 條規定不適用於第 13 條所生之任何求償。

## **12. 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。

## **13. 全損**

- 13.1 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。
- 13.2 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。
- 13.3 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 13 條求償。

下列條款應有至上效力，其應優先適用本保險任何與其不相一致之規定。

## **14. 戰爭除外**

本保險不承保以下原因所致之滅失、毀損、責任或費用：

- 14.1 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
- 14.2 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
- 14.3 棄置之水雷、魚雷、炸彈或其他棄置之戰爭武器。

## **15. 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：

- 15.1 罷工、封鎖、參與罷工人員所致之暴動或民變
- 15.2 任何恐怖份子或出於政治因素之個人行為。

## **16. 惡意行為除外**

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

16.1 the detonation of an explosive

16.2 any weapon of war

and caused by any person acting maliciously or from a political motive.

本保險不承保以下原因所致之滅失、毀損、責任或費用：

16.1 炸藥爆炸

16.2 任何戰爭武器

及任何人員之惡意行為或具政治動機所為之人所致。

## **17. RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE**

In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

17.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

17.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof

17.3 any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

## **17. 放射性污染除外**

於任何情況下，本保險均不承保由於下列事項直接或間接所致或所生或所引起之毀損、滅失、責任或費用：

17.1 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

17.2 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

17.3 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。