

日本船體條款第五類
(修訂協會定時條款 船體 JHIU 4/90)

INSTITUTE TIME CLAUSES – HULLS
Amended for Japanese Clauses Class No. 5 (JHIU 4/90)

JHIU 4/90

~~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 Vessel is covered subject to the provisions of this insurance at all times and 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 Vessel or 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.
- ~~1.3 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, any claim for loss of or damage to the Vessel occurring subsequent to such sailing shall be limited to the market value of the Vessel as scrap at the time when the loss or damage is sustained, 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. Nothing in this Clause 1.3 shall affect claims under Clauses 8 and/or 11.~~

2. CONTINUATION

Should the Vessel at the expiration of this insurance be at sea or in

1. 航行

- 1.1 依本保險規定，本保險承保船舶於全部時間內，不論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、及或租僱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，所致被保險船舶遭受毀損、滅失、或對其他船舶之責任，不得依本保險請求賠償，然船舶受雇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(不論有無貨載)是為了(a)解體，或(b)出售以解體者，於該航行期間發生毀損或滅失之任何求償應限於船舶遭受毀損或滅失時作為解體船之市價，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。本 1.3 條之規定不影響依第 8 條及或第 11 條之求償。~~

2. 繼續條款

船舶於保險期間屆滿時，仍位在海面上或

distress or at a port of refuge or of call, she 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 covered by Clause 6 of this insurance or which would be covered by an insurance of the Vessel subject to current Institute War and Strikes Clauses Hulls Time such automatic termination shall only operate should the Vessel sail from her next port without the prior approval of the Classification Society.~~

~~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.~~

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.

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，則該自動終止延至到達次一港口時為止。若船級之變更、中止、撤銷及撤回係為本保險第6條或依現行協會定時船體戰爭及罷工條款所承保之毀損或滅失所致者，該自動終止僅於船舶未經船級協會同意前逕自駛離次一港口時生效。~~

~~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. 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. PERILS

- 6.1 This insurance covers loss of damage to 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 loss of or damage to 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~~ bursting of boilers breakage of shafts or any latent defect in the machinery or hull except any accident to painting only (including such accident arising from the cause mentioned in 6.2.4 below)
 - 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 Notwithstanding any provision herein no claim under this Cause 6 shall in any case be allowed in respect of particular average unless caused by the Vessel sinking, stranding, grounding, burning being on fire or in collision or contract with any external substance other than water.**

7. 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~~

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毀損或滅失：
- 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毀損或滅失：
- 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~~ 鍋爐破裂、軸心斷裂、或任何機器或船體之隱有瑕疵，然僅損及油漆之事故除外(包括下述第 6.2.4 條所述原因事故所致)
 - 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定為本第 6 條所指稱之船舶所有人。
- 6.4 無論本條規定為何，本第 6 條不補償單獨海損，除非其為船舶沉沒、擱淺、坐礁、起火燃燒或與水以外之任何外來物體碰撞或碰觸所致。**

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。

Clause 7 should they hold shares in the Vessel.

8. ~~3/4THS~~ four-fourths COLLISION LIABILITY

- 8.1 The Underwriters agree to indemnify the Assured for ~~three-fourths~~ four-fourths of any sum or sums ~~paid by the Assured to any other person or persons by reason of the Assured becoming legally liable~~ which the Assured becomes legally liable to pay to any other person or persons by way of damages for
- 8.1.1 loss of or damage to any other vessel or property on any other vessel
- 8.1.2 delay to or loss of use of any such other vessel or property thereon
- 8.1.3 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.
- 8.2 The indemnity provided by this Clause 8 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:
- 8.2.1 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 8 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.
- 8.2.2 In no case shall the Underwriters' total liability under Clauses 8.1 and 8.2 exceed their proportionate part of ~~three-fourths~~ four-fourths of the insured value of the Vessel hereby insured in respect of any one collision.
- 8.3 The Underwriters will also pay ~~three-fourths~~ four-fourths of 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

- 8.4 Provided always that this Clause 8 shall in no case extend to any sum which the Assured shall pay for or in respect of,
- 8.4.1 removal or disposal of obstructions, wrecks, cargoes or any other thing whatsoever
- 8.4.2 any real or personal property or thing whatsoever except other vessels or property on other vessels
- 8.4.3 the cargo or other property on, or the engagements of, the insured Vessel
- 8.4.4 loss of life, personal injury or illness
- 8.4.5 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).

9. SISTERSHIP

8. 四分之三四分之四碰撞責任

- 8.1 因被保險船舶與任何其他船舶發生碰撞而因此使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數款項之四分之三被保險人應支付任何人或數人之四分之四，保險人同意補償被保險人：
- 8.1.1 任何其他船舶或其上財物之毀損或滅失
- 8.1.2 任何該其他船舶或其上財物之遲延或喪失使用
- 8.1.3 任何該其他船舶或其上財物之共同海損、救助或契約救助
- 8.2 本第 8 條之補償係本保險其他條款或條件之補償外之另外補償，此補償應遵守下列規定：
- 8.2.1 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，依本第 8 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應收之餘額或數額。
- 8.2.2 任何情況下保險人依本第 8.1 及 8.2 條任一次碰撞之全部責任不超過被保險船舶保險金額之四分之三四分之四。
- 8.3 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為責任抗辯或進行限制責任訴訟而支付之法律費用之四分之三四分之四。

除外規定：

- 8.4 本第 8 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
- 8.4.1 障礙物、殘骸、貨物或其他物品之移除或處置
- 8.4.2 非其他船舶或其上財物之任何不動產、動產或物品
- 8.4.3 被保險船舶上之貨物或其他財物或與被保險船舶有關之使用約定
- 8.4.4 人身之死亡、受傷或患病
- 8.4.5 任何不動產、動產、或物品之汙染或汙損或其威脅(但與被保險船舶碰撞之其他船舶除外)。

9. 姊妹船條款

海上保險－船體－美日條款

1990 年日本船體條款第 5 類

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.

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~~ **Agent of the Company** 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 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

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。

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**本公司代理人**，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。~~
- 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一船舶部份之救助、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

海上保險－船體－美日條款

- 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 When the Vessel sails in ballast, not under charter, the provisions of the York Antwerp Rules, 1974 (excluding Rules XX and XXI) shall be applicable, and the voyage for this purpose shall be deemed to continue from the port or place of departure until the arrival of the Vessel at the first port or place thereafter other than a port or place of refuge or a port or place of call for bunkering only. If at any such intermediate port or place there is an abandonment of the adventure originally contemplated the voyage shall thereupon be deemed to be terminated.
- 11.4 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 for the cost of repairs arising from perils enumerated in Clause 6.1.6, 6.2.1, 6.2.2, 6.2.3, 6.2.4, 6.2.5 and heavy weather and perils enumerated in the Additional Perils Clauses – Hulls 1.10.83 Amended (JHIU 4/93) 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 8, 11 and 13) exceeds in which case this sum shall be deducted. Nevertheless the expense of sighting the bottom ~~after stranding, of the Vessel, with the consent of the Company, immediately after her stranding, grounding, collision or contact with any external object other than water,~~ 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 Claims for damage by heavy weather occurring during a single sea passage between two successive ports shall be treated as being due to one accident. In the case of such heavy weather extending over a period not wholly covered by this insurance the deductible to be applied to the claim recoverable hereunder shall be the proportion of the above deductible that the number of days of such heavy weather falling within the period of this insurance bears to the number of days of heavy weather during the single sea passage.
The expression 'heavy weather' in this Clause 12.2 shall be deemed to include contact with floating ice.
- 12.3 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.
- 12.4 Interest comprised in recoveries shall be apportioned between the Assured and the Underwriters, taking into account the

- 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 船舶空載航行而未訂定租備船契約時，1974年約克安特衛普規則規定(規則第20條及第21條除外)仍應予適用，且為此目的之航程應視為繼續自發航港地至船舶到達除避難港地或僅為加油之港地外之第一個港地時為止。然如於任何該中途港地放棄原定冒險航程即應視為終止。
- 11.4 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8、11、及13條之求償)超過_____外，本保險不賠付**第6.1.6、6.2.1、6.2.2、6.2.3、6.2.4、6.2.5及惡劣天候及經修正之船體附加風險條款(JHIU 4/93)所規定之風險所致生之修理費用承保危險所致之求償**。於超過之情形下，此金額應予扣除。然擱淺後經保險人同意於船舶擱淺、觸礁、碰撞或與水以外之外在物體碰觸後隨即檢查船底之費用，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 發生於兩連續港口間之單一海上航程期間惡劣天氣損害之求償應視為一次意外。於該惡劣天氣延伸至本保險所承保的期間之外時，可依本保險可求償數額所適用之自負額為前述本保險期間內惡劣天氣日數與該單一海上航程期間惡劣天氣日數之比例。
- 本第12.2條之『惡劣天氣』一詞應視為包括與浮冰之碰觸。
- 12.3 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。
- 12.4 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

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~~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.~~

息會使保險人可能收取比他們賠付金額更大之數額。

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 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

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、其僱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~~，保險人會分擔被保險人、其僱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

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

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.

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

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.

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

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 所述部位之底漆及防腐漆。~~

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. 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. 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. 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。

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.

20. FREIGHT WAIVER

In the event of total or constrictive total loss no claim to be made by the Underwriters for freight whether notice of abandonment has been given or not.

21. DISBURSEMENTS WARRANTY

21.1 Additional insurances as follows are permitted:

21.1.1 ~~Disbursements, Managers' Commissions, Profits or Excess or increased Value of Hull and Machinery. A sum not exceeding 25% of the value stated herein.~~

21.1.2 ~~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 21.1.1.~~

21.1.3 ~~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 21.1.2 to be taken into account and only the excess thereof may be insured, which excess shall be reduced as the freight or hire is advanced or earned by the gross amount so advanced or earned.~~

21.1.4 ~~Anticipated Freight if the Vessel sails in ballast and not under Charter. A sum not exceeding the anticipated gross freight on next cargo passage, such sum to be reasonably estimated on the basis of the current rate of freight at time of insurance plus the charges of insurance. Any sum insured under 21.1.2 to be taken into account and only the excess thereof may be insured.~~

21.1.5 ~~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 21.1.2 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 21.1.2 and 21.1.5 does not exceed 50% of the gross hire still to be earned under the charter. An insurance under this Section may begin on the~~

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.放棄運費

於發生全損，不論是否發出委付通知，保險人均不求償運費。

21.費用擔保

21.1 可接受下列附加保險：

21.1.1 ~~費用、經理人佣金、利得或船體險之超額或增值險。保險金額不得超過本保單保險金額的百分之二十五。~~

21.1.2 ~~論時投保之運費、傭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 21.1.1 條已投保之金額。~~

21.1.3 ~~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傭船，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 21.1.2 款所投保之部份須一併列入計算，且僅超過部份才可投保，該超額部份應將先付部份、或因先付方式已先賺得部份予以扣除。~~

21.1.4 ~~投保船舶空載航行，且未傭船之預期運費。保險金額不得超過下一航程預期之總運費，該項金額之估計以投保時市場之運費率為計算標準，加上保險之費用。任何依據第 21.1.2 條所已投保之部份須列入計算，只有超額部份才可投保。~~

21.1.5 ~~論時傭船或連續航程之傭船費。以不超過十八個月總傭船費的百分之五十為標準。任何已按第 21.1.2 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 21.1.2 及 21.1.5 條投保金額如不超過總傭船費百分之五十時，可不用扣減。該項保險得於簽訂傭船契約時開始。~~

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signing of the charter.

~~21.1.6 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.~~

~~21.1.7 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.~~

~~21.1.8 Insurance irrespective of amount against.~~

~~Any risks excluded by Clauses 23, 24, 25 and 26 below.~~

~~21.2 Warranted that no insurance on any interests enumerated in the foregoing 21.1.1 to 21.1.7 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.~~

22. RETURNS FOR LAY-UP AND CANCELLATION

~~22.1 To return as follows:~~

~~22.1.1 Pro rata monthly net for each uncommenced month if this insurance be cancelled by agreement.~~

~~22.1.2 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.~~

~~22.2 PROVIDED ALWAYS THAT~~

~~22.2.1 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~~

~~22.2.2 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~~

~~22.2.3 loading or discharging operations or the presence of cargo on board shall not debar returns but no return shall be~~

~~21.1.6 保險費。金額不得超過有關利益十二個月內之保費(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。~~

~~21.1.7 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。~~

~~21.1.8 為保障下列危險之投保,金額不限:~~

~~任何 23、24、25、26 條除外之危險。~~

~~21.2 擔保前述第 21.1.1 至 21.1.7 條保險標的於在本保險有效期間之投保金額不得超過其各自之規定,且擔保不保單證明利益、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。~~

22. 停航退費與合約取消

~~22.1 退費依下列規定:~~

~~22.1.1 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。~~

~~22.1.2 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) 未修理情形下二百分比淨退費~~

~~b) 修理情形下一百分比淨退費~~

~~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。~~

~~22.2 但以:~~

~~22.2.1 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。~~

~~22.2.2 船舶如停航於暴露或未受保護之水域或未經保險人同意之停航港或停航地區,不得退費。然假使保險人同意該未經核准的停航地區為該已核准之停航港或停航地區附近時,則在該地區停航之時間亦可加在該船在已核准之停航港或地區之停航時間內,以便計算三十日之連續停航時間,但退費只能依在同意停航港或停航地區之實際天數比例計算。~~

~~22.2.3 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~~

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allowed for any period during which the Vessel is being used for the storage of cargo or for lightering purposes
~~22.2.4 in the event of any amendment of the annual rate, the above rates of return shall be adjusted accordingly~~
~~22.2.5 in the event of any return recoverable under this Clause 22 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 22.1.2(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 22.1.2(a) or (b), or 22.2.2 above.~~

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

23. WAR EXCLUSION

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

- 23.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
- 23.2 capture seizure arrest restraint or detainment (barratry and piracy excepted), and the consequences thereof or any attempt thereat
- 23.3 derelict mines torpedoes bombs or other derelict weapons of war.
- 23.4 Violent theft by persons from outside the Vessel or piracy.

24. STRIKES EXCLUSION

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

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

25. MALICIOUS ACTS EXCLUSION

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

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

26. 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

駁船之用，則不得退費。

~~22.2.4 年保費率改變時，停航退費率亦隨之改變。~~

~~22.2.5 依據本第 22 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 22.1.2(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 22.1.2(a) 或 22.1.2(b) 或 22.2.2 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。

23. 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：

- 23.1 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
- 23.2 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
- 23.3 棄置之水雷、魚雷、炸彈或其他棄置之戰爭武器
- 23.4 來自船外之人之暴力盜竊或海盜。

24. 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：

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

25. 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：

- 25.1 炸藥爆炸。
- 25.2 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。

26. 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

force or matter.

用。

編者註：刪除部分為刪除 1983 ITC 部分；加粗及加底線部分為日本條款修改增列部分