

海商人[☞]互保協會規章及章程 2008-2009

Merchant Marine P&I Club -The Rules & Bye Laws

P&I Rules -2008

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[☞] 「海商人互保協會」為虛擬，本規章係參考某英籍大型 P&I Rules 為編譯。

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協會規章 THE RULES

THE RULES

(Effective on and from 12 noon Greenwich Mean time on the 20th February, 2008).

The MERCHANT MARINE P&I Club is a mutual protection and indemnity association, which operates through two legal entities: The Merchant Marine Mutual Steam Ship Assurance Association (Taiwan) Limited and The Merchant Marine Mutual Steam Ship Assurance Association (Asia) Limited.

In the case of The Merchant Marine Mutual Steam Ship Assurance Association (Taiwan) Limited these Rules were adopted in accordance with the powers conferred by The Merchant Marine Mutual Steam Ship Assurance Association (Taiwan) Limited Consolidation & Amendment Act 1993 and the Bye-Laws of The Merchant Marine Mutual Steam Ship Assurance Association (Taiwan) Limited, which said Bye- Laws provide for the alteration, abrogation of or addition to the Rules by Resolution of the Association.

In the case of The Merchant Marine Mutual Steam Ship Assurance Association (Asia) Limited these Rules were adopted in accordance with the powers conferred by the articles of association of The Merchant Marine Mutual Steam Ship Assurance Association (Asia) Limited, which provide for the alteration, abrogation of or addition to the Rules by Resolution of The Merchant Marine Mutual Steam Ship Assurance Association (Taiwan) Limited.

These Rules shall be the Rules of The Merchant Marine Mutual Steam Ship Assurance Association (Taiwan) Limited and the Rules of The Merchant Marine Mutual Steam Ship Assurance Association (Asia) Limited respectively, provided that the latter shall be read subject to and in accordance with the following:

1. References to "the Association" shall be references to The Merchant Marine Mutual Steam Ship Assurance Association (Asia) Limited save for the references in the definitions of "Directors" and "Member" in Rule 44, where references to the Association shall remain references to The Merchant Marine Mutual Steam Ship Assurance Association (Taiwan) Limited.
2. References to "the Act" shall be references to the Memorandum of Association of The Merchant Marine Mutual Steam Ship Assurance Association (Asia) Limited.
3. References to the "Bye-Laws" shall be references to the Articles of Association of The Merchant Marine Mutual Steam Ship Assurance Association (Asia) Limited.
4. For the avoidance of doubt for the purpose of Rule 14, no contract of insurance or reinsurance with The Merchant Marine Mutual Steam Ship Assurance Association (Asia) Limited shall entitle any person to be or become a member of The Merchant Marine Mutual Steam Ship Assurance Association (Asia) Limited.

The notes to the Rules are for guidance only and do not form part of the Rules.

協會規章

(自 2008 年 2 月 20 日格林威治標準時間中午 12 點開始生效。)

海商人互保協會係由下列二法人所營運之互助防護及補償協會：海商人互保(台灣)協會及海商人互保(亞洲)協會。

如為海商人互保(台灣)協會，本規章即是依據海商人互保(台灣)協會 1993 年合併暨修正法，以及規定本規章得依協會決議而為修改、廢止或增訂之海商人互保(台灣)協會章程所賦予之權限而訂立。

如為海商人互保(亞洲)協會，本規章即是依據海商人互保(台灣)協會 1993 年合併暨修正法，以及規定本規章得依海商人互保(台灣)協會之決議而為修改、廢止或增訂之海商人互保(亞洲)協會章程所賦予之權限而訂立。

本規章為海商人互保(台灣)協會及海商人互保(亞洲)協會各自之規章，然於後者，應依下列方式為解讀：

1. 述及「本協會」應指海商人互保(亞洲)協會，但規則 44 之「董事」及「會員」定義，其內所述及之「本協會」應維持為海商人互保(台灣)協會。
2. 述及「本法」係指海商人互保(亞洲)協會之協會備忘錄。
3. 述及「章程」係指海商人互保(亞洲)協會之協會章程。
4. 為避免混淆，為規則 14 之目的，與海商人互保(亞洲)協會所簽訂之保險或再保險契約均無權使任何人成為海商人互保(亞洲)協會之會員。

本規章之註釋部分，僅供參考之用，不構成本規章之一部分。

RULE 1

INTRODUCTORY

1. The standard cover afforded by the Association to an Owner who has entered his ship in the Association is set out in Rule 2.
2. The risks specified in Rule 2 are always subject to the conditions, exceptions, limitations and other terms set out in Rule 5 and in the remainder of these Rules.
3. The cover set out in these Rules may be excluded, limited, modified or otherwise altered by any special terms which have been agreed in writing between an Owner and the Managers.
4. By virtue of Rules 3 and 4 an Owner may be insured against risks other than those set out in Rule 2 where such special terms have been agreed in writing between the Owner and the Managers. Unless otherwise expressly agreed such special insurance shall be subject to the conditions, exceptions, limitations and other terms set out in Rule 5 and in the remainder of these Rules.
5. An Owner is only insured against loss, damage, liability or expense incurred by him which arises:
 - i. out of events occurring during the period of entry of a ship in the Association ;
 - ii. in respect of the Owner's interest in the entered ship ; and
 - iii. in connection with the operation of the ship by or on behalf of the Owner.
6. An Owner who has entered his ship in the Association for insurance against any of the aforesaid risks is bound (subject to (7) below) to pay Calls to the Association in accordance with Rules 8 and 19 to 23 ("Call entries").
7. By virtue of Rule 9 an Owner may be insured on the special terms that he is liable to pay a fixed premium to the Association ("Fixed Premium Entries"), provided that this has been expressly agreed in writing between the Owner and the Managers.
8. The cover provided by the Association as set out in these Rules is solely for the benefit of the Owner, and any Joint Owner, Group Affiliate, other association or insurer, or permitted assign, to the extent allowed by Rules 10, 11, 13 and 15. It is not intended that rights should be acquired by any third party, through the operation of the Contracts (Rights of Third Parties) Act 1999 of the Merchant Marine or similar legislation.
9. The Associations shall, as far as possible and save as provided in the Rules or as the Directors shall in their discretion determine, be run on a unified basis and as one association.

規則 1

序言

1. 協會提供給將其船舶加入本協會之船東之標準承保項目規定在規則 2。
2. 規則 2 所列明之風險，均應受規則 5 及協會規章其他條款所載條件、除外、限制及其他事項之規範。
3. 船東及協會經理人得以書面約定，特別將協會規章所規定之承保予以除外、限制、修改或變更。
4. 於適用規則 3 及規則 4 之情況下，船東及協會經理人得以書面約定，特別承保規則 2 所訂事項以外之風險。然除另有相反明示約定外，該特別保險應受規則 5 及協會規章其他條款所載條件、除外、限制及其他事項之規範。
5. 僅承保船東於下列情形下所生之損失、損害、責任或費用：
 - i. 船舶於入會期間所發生之事件；
 - ii. 有關船東對入會船舶之權益；及
 - iii. 與船東或代表船東營運船舶有關。
6. 將船舶入會投保前述風險之船東，除下述第 7 點外，應依規則 8 及規則 19 至 23 向本協會繳納攤付金（“攤付金入會”）。
7. 於船東及協會經理人間有明示書面約定情況下，依規則 9，船東得以支付固定保費予本協會之特別方式投保（“固定保費入會”）。
8. 本協會依協會規章之規定所提供之承保，係為規則 10、11、13 及 15 所規定之範圍內，完全為船東及任何共有船東、集團企業、其他協會或保險人或經承認之轉讓。其無意使任何第三人得藉由英國 1999 年契約(第三人權利)法或類似立法之運作，而為是項權利之行使。
9. 除規章另有規定或董事會另有決定外，各協會應儘可能地合為一體營運並作為單一協會。

RULE 2

RISKS COVERED

Unless otherwise agreed between an Owner and the Managers, the risks covered by the Association are as set out in sections 1 to 26 below, provided always as follows

- i. Unless and to the extent that the Directors otherwise decide, an Owner is only insured in respect of such sums as he has paid to discharge the liabilities or to pay the losses, costs or expenses referred to in those sections,
- ii. The maximum amount recoverable by an Owner in respect of any one event may be limited by virtue of the limits set out in Rule 5(B), or by virtue of a resolution of the Directors made before the commencement of the relevant policy year,
- iii. Unless otherwise agreed between an Owner and the Managers, an Owner's recovery from the Association shall be subject to the deductibles set out in Appendix B to this Rule.

SECTION 1 - Liability to Persons Other than Seamen

- A Liability to pay damages or compensation for personal injury, illness or death of any person (other than the persons specified in paragraphs (B) and (C) of this Section and in Sections 2 and 3) and hospital, medical or funeral expenses incurred in relation to such injury, illness or death.
- B Liability to pay damages or compensation for personal injury, illness or death of any person engaged to handle the cargo of an entered ship.
- PROVIDED ALWAYS that
- a Cover under paragraphs (A) and (B) of this Section is limited to liabilities arising out of a negligent act or omission on board or in relation to an entered ship or in relation to the handling of her cargo from the time of receipt of that cargo from the shipper or pre-carrier at the port of shipment until delivery of that cargo to consignee or onward carrier at the port of discharge.
 - b Where the liability arises under the terms of any contract or indemnity and would not have arisen but for those terms, that liability is not covered under this Section but may be covered under and in accordance with Section 14 of this Rule.
 - c Where the liability is in respect of a person on another ship, and arises out of a collision between that ship and the entered ship, that liability is not covered under this Section but may be recoverable under and in accordance with section 10(B) of this Rule.
- C Liability to pay damages or compensation:
- i. for personal injury, illness or death of any passenger and hospital, medical or funeral expenses incurred in relation to such injury, illness or death,
 - ii. to passengers on board an entered ship arising as a

規則 2

承保風險

除船東及協會經理人另有相反約定外，於適用下列情況下，協會承保下述第 1 至 26 節所規定之風險：

- i. 除董事會另有相反決定外，僅承保船東為解除責任已經支付之款項或所支付下列各節所列之損失、成本或費用。
- ii. 船東就任一事件所得請求補償之最高額度，應限於規則 5 第 B 項所載明或董事會於該保險年度開始前所決定之協會責任限額。
- iii. 除船東及協會經理人另有約定外，船東對協會之求償，應適用本規則附件 B 所規定之自負額。

第 1 節 - 對海員以外人員之責任

- A 承保本節第 B 及 C 項及第 2 及第 3 節所述人員以外之人之體傷、生病或死亡應支付之損害賠償或補償責任，及有關該體傷、生病或死亡所生之住院、醫療或喪葬費用。
- B 承保為入會船舶為貨物搬運之人員之體傷、生病或死亡應支付之損害賠償或補償責任。
- 但書：
- a 本節第 A 及 B 項之承保，僅限於船上或與入會船舶有關之過失作為或不作為所致，或於裝貨港自託運人或自前運送人收受貨物以迄卸貨港將貨物交付予受貨人或次運送人期間有關貨物搬運所致之責任。
 - b 若責任係因某契約或賠償條款所生，且若無該條款即無此責任者，該責任非本節所承保，但得依本規則第 14 節請求補償。
 - c 入會船舶與他船碰撞所生對他船人員之責任，非本節所承保，但得依本規則第 10 節 B 項規定請求補償。
- C 承保應支付下列損害賠償或補償之責任：
- i. 乘客之體傷、生病或死亡，及有關該體傷、生病或死亡所生之住院、醫療或喪葬費用；
 - ii. 因入會船舶事故所生對入會船舶船上人員之損害賠償或補償之責

consequence of a casualty to that ship, including the cost of forwarding passengers to destination or return to port of embarkation and of maintenance of passengers ashore,

iii. for loss of or damage to the effects of any passenger.

PROVIDED ALWAYS that:

- a The terms of the passage ticket or other contract between the passenger and the Owner have been approved by the Managers in writing and cover for the liabilities set out in this paragraph (C) has been agreed between the Owner and the Managers on such terms as the Managers may require.
- b There shall be no recovery from the Association under this paragraph (C) in respect of liabilities for personal injury or death, or loss of or damage to property, delay or any other consequential loss sustained by any passenger by reason of carriage by air, except where such liability occurs either
 - i. during repatriation by air of injured or sick passengers or of passengers following a casualty to the entered ship; or
 - ii. subject always to proviso (c) of this paragraph (C), during an excursion from the entered ship.
- c There shall be no recovery from the Association under this paragraph (C) in respect of the contractual liability of an Owner for death or injury to a passenger whilst on an excursion from the entered ship in circumstances where either:
 - i. a separate contract has been entered into by the passenger for the excursion, whether or not with the Owner, or
 - ii. the Owner has waived any or all of his rights of recourse against any sub-contractor or other third party in respect of the excursion.
- d Unless and to the extent that the Owner has obtained appropriate special cover by agreement with the Managers, there shall be no recovery from the Association in respect of claims relating to cash, negotiable instruments, precious or rare metals or stones, valuables or objects of a rare or precious nature.
- e For the purpose of this paragraph (C), 'casualty' means 'an incident involving either: (i) collision, stranding, explosion, fire, or any other cause affecting the physical condition of the entered ship so as to render it incapable of safe navigation to its intended destination; or (ii) a threat to the life, health or safety of passengers'.

SECTION 2 - Injury and Death of Seamen

Liability to pay damages or compensation for personal injury or death of any seaman, and hospital, medical, funeral and other expenses necessarily incurred in relation to such injury or death, including expenses of repatriating the seaman and sending abroad a substitute to replace him.

PROVIDED ALWAYS that

Where the liability arises or the costs or expenses are incurred

任，包括將船上乘客送至目的地或送回登船港之費用，以及乘客在岸上之生活費用，

iii. 乘客行李之喪失或毀損。

但書：

- a 乘客與船東間之客票或其他契約之條款須經協會經理人書面核可，且船東與協會經理人均已同意依協會經理人所要求之條件，承保本 C 項所規定之責任。
- b 有關乘客因空運所受體傷或死亡、或行李毀損滅失、遲延或其他附隨損失之責任，不得依本 C 項向本協會求償，然該責任係為下列任一情況所發生者除外：
 - i. 以空運遣返傷病乘客，或入會船舶發生事故後以空運遣返乘客時；或
 - ii. 於適用本節第 C 項但書 c 之情況下，於離開入會船舶之遊覽期間。
- c 船東對於乘客離開入會船舶之遊覽期間蒙受傷亡之契約責任，有下列情形之一時，不得依本 C 項向本協會請求補償：
 - i. 乘客就該遊覽已另訂契約，不論該契約是否與船東訂定；或
 - ii. 船東就該遊覽已放棄對次契約人或其他第三人之任何或所有追償權利。
- d 除船東已自協會經理人處取得適當的特別承保同意且就所同意之範圍外，本協會不補償有關現金、有價證券、貴重或稀有金屬或礦石、貴重物品或具稀有或貴重本質物品之求償。
- e 為本 C 項之目的，「事故」係指”涉及下列情況之一之事件：(i) 碰撞、擱淺、爆炸、失火或會影響入會船舶之船況而使其無法針對其預定目的地而為安全航行之任何其他原因；或(ii) 對旅客生命、健康或安全之威脅。”

第 2 節 - 海員之傷亡

承保任一船員之體傷或死亡應支付損害賠償或補償之責任，及與該體傷或死亡有關必須發生之住院、醫療或喪葬及其它費用，包括海員遣返及安排替代船員出國以接替該海員之費用。

但書：

若責任或費用支出係依某船員契約或其

under the terms of a crew agreement or other contract of service or employment and would not have arisen but for those terms, that liability is not covered by the Association unless and to the extent that those terms shall have been previously approved by the Managers in writing.

SECTION 3 - Illness and Death of Seamen

Liability to pay damages or compensation for illness and death resulting from illness of any seaman, and hospital, medical, funeral or other expenses necessarily incurred in relation to such illness or such death including expenses of repatriating the seaman and sending abroad a substitute to replace him.

PROVIDED ALWAYS that:

Where the liability arises or the costs or expenses are incurred under the terms of a crew agreement or other contract of service or employment and would not have arisen but for those terms, that liability is not covered by the Association unless and to the extent that those terms shall have been previously approved by the Managers in writing.

SECTION 4 - Repatriation and Substitute Expenses

Repatriation and substitute expenses which are not recoverable under Sections 2 and 3 of this Rule and which are incurred in sending abroad a substitute to replace a seaman of an entered ship who has been left ashore, or incurred under statutory obligation in repatriating any seaman of the entered ship.

PROVIDED ALWAYS that:

This Section does not cover expenses which arise out of or are the consequence of (i) the expiry of a seaman's period of service on the entered ship either in accordance with the terms of a crew agreement or other contract of service or employment or by mutual consent of the parties to it, or (ii) breach by the Owner of any agreement or other contract of service or employment, or (iii) sale of the ship, or (iv) any other act of the Owner in respect of the entered ship.

SECTION 5 - Loss of And Damage to The Effects of Seamen and Others

Liability to pay damages or compensation for loss of or damage to the effects of

- A Any seaman,
- B Any other person, on board an entered ship (other than the persons specified in paragraph (C) of Section 1).

PROVIDED ALWAYS that:

- a Unless and to the extent that the Owner has obtained appropriate special cover by agreement with the Managers, there shall be no recovery from the Association in respect of claims relating to cash, negotiable instruments, precious or

他服務或僱傭契約條款所致或所生，且若無該條款即無此責任或費用者，除該條款業經協會經理人書面核可且就其核可範圍外，本協會不承保是項責任。

第 3 節 - 海員之生病及死亡

承保任一船員生病或生病所致死亡應支付損害賠償或補償之責任，及與該生病或死亡有關所必須發生之住院、醫療或喪葬及其它費用，包括海員遣返及安排替代船員出國以接替該海員之費用。

但書：

若責任或費用支出係依某船員契約或其他服務或僱傭契約條款所致或所生，且若無該條款即無此責任或費用者，除該條款業經協會經理人書面核可且就其核可範圍外，本協會不承保是項責任。

第 4 節 - 遣返及替代費用

承保安排替代人員出國以接替入會船舶滯岸海員，或依法遣返入會船舶海員所生而無法依本規則第 2 節及第 3 節求償之遣返及替代費用。

但書：

本節不承保下述情形所生之費用：(i) 船員在入會船舶之服務期限屆滿，無論該屆滿是依船員契約或其他服務或僱傭契約之約定或當事人雙方之合意；或(ii) 船東違反任何契約或其它服務或僱傭協議；或(iii) 船舶出售；或(iv) 船東有關對入會船舶之任何其他行為。

第 5 節 - 海員及其他人行李之滅失或毀損

承保對於以下人員之行李滅失或毀損所應支付之損害賠償或補償責任：

- A 任一海員；
- B 入會船舶上之任何其他人員(第 1 節 C 項所述人員除外)。

但書：

- a 除船東已自協會經理人處取得適當的特別承保同意且就所同意之範圍外，本協會不補償有關現金、有價證券、貴重或稀有金屬

rare metals or stones, valuables or objects of a rare or precious nature.

- b Where the liability arises under the terms of a contract and would not have arisen but for those terms, that liability is not covered by the Association unless and to the extent that those terms shall have been previously approved by the Managers in writing.

SECTION 6 - Shipwreck Unemployment Indemnity

Liability to compensate any seaman for the loss of his employment caused in consequence of the actual or constructive total loss of an entered ship, where the wages or compensation are payable under statutory or other legal obligation or under the terms of any crew agreement or other contract of service or employment if and to the extent that those terms have previously been approved by the Managers.

SECTION 7 - Diversion Expenses

Expenses of diversion of an entered ship where and to the extent that those expenses (i) represent the net loss to the Owner (over and above such expenses as would have been incurred but for the diversion) in respect of the cost of fuel, insurance, wages, stores, provisions and port charges and (ii) are incurred solely for the purpose of securing treatment for an injured or sick person or while awaiting a substitute for such person or for the purpose of landing stowaways or refugees, or for the purpose of saving life at sea.

SECTION 8 - Stowaways and Refugees

Expenses, other than those covered under Section 7 of this Rule, incurred by the Owner in discharging his obligations towards or making necessary arrangements for stowaways or refugees, but only if and to the extent that the Owner is legally liable for the expenses or they are incurred with the approval and agreement of the Managers.

SECTION 9 - Life Salvage

Sums legally due to third parties by reason of the fact that they have saved or attempted to save the life of any person on or from an entered ship but only if and to the extent that such payments are not recoverable under the Hull Policies of the entered ship or from cargo owners or underwriters.

SECTION 10 - Collision with Other Ships

The liabilities, set out in paragraphs (A), (B) and (C) below, to pay costs and damages to any other person as a consequence of a collision between an entered ship and any other ship, but only if and to the extent that such liabilities are not recoverable under the collision liability clause contained in the Hull Policies of the

或礦石、貴重物品或具稀有或貴重性質物品之求償。

- b 若責任係依某契約條款所生，且若無該條款即無此責任或費用者，除該條款業經協會經理人書面核可且就核可範圍外，本協會不承保是項責任。

第 6 節 - 海難失業補償

承保入會船舶實際或推定全損時，依法或其它法定義務或依業經協會經理人核可之船員契約或其他服務或僱傭契約之約定並就該核可之範圍，尚應支付船員薪資或補償者，應補償該失業船員之責任。

第 7 節 - 偏航費用

承保入會船舶為及就下列費用額度之偏航費用：(i) 船東有關燃料、保險、薪資、補給、膳食費用及港口費用之淨損失(超過或高於即使無偏航仍會發生之費用)；及 (ii) 純為治療傷病人員或等候其接替人員、或為將偷渡者或難民送上岸、或為海上人命救助所生。

第 8 節 - 偷渡者及難民

承保船東為解除對於偷渡者或難民之有關義務，或為必要安排所生本規則第 7 節以外之費用，但僅限於是項費用係船東本應依法負責或其發生業經協會經理人核可或同意者為限。

第 9 節 - 人命救助

承保因第三人救助或試圖救助入會船上人員或來自入會船舶之人員，而依法應給付予該第三人之款項，但僅限於無法自入會船舶之船體保單或自貨物所有人或貨物保險人求償之額度。

第 10 節 - 與他船碰撞

依下述第 A、B 及 C 項規定，由於入會船舶與他船碰撞而應支付任何其它人之費用或損害賠償之責任，但僅限於無法依入會船舶之船體保單碰撞責任條款求償之額度：

entered ship:

- A One fourth, or such other proportion as may have been agreed in writing by the Managers of the liabilities arising out of the collision other than the liabilities listed in paragraph (B) of this Section.
- B Four fourths of the liabilities arising out of the collision for or relating to
- removal or disposal of obstructions, wrecks, cargoes or any other thing whatsoever,
 - any real or personal property or any thing whatsoever except other ships or property on other ships,
 - the cargo or other property on the entered ship, or general average contributions, special charges or salvage paid by the owners of that cargo or property,
 - loss of life, personal injury, illness, repatriation or substitute expenses,
 - an escape or discharge (other than from the entered ship), of oil or any other substance, or the threat thereof, but excluding damage to other ships with which the entered ship is in collision and property on such other ships,
 - remuneration paid, pursuant to the Special Compensation P&I Club (SCOPIC) Clause, or any revision thereof, in respect of the salvage of a ship with which the entered ship is in collision.
- C That part of the Owner's liabilities arising out of the collision, other than the liabilities listed in paragraphs (A) and (B) of this Section, which exceeds the sum recoverable under the Hull Policies of the entered ship solely by reason of the fact that the sum of the liabilities arising out of the collision exceeds the valuation of the ship in those policies.

PROVIDED ALWAYS that:

- Unless and to the extent that the Directors in their discretion otherwise decide, recovery from the Association under paragraph (C) of this Section shall be limited to the excess (if any) of the amount which would have been recoverable under the Hull Policies of the entered ship if that ship had been insured thereunder at the proper value in accordance with Rule 5(D)
- Unless otherwise agreed by the Managers at the time of entry or of subsequent annual renewal, an Owner shall not be entitled to recover from the Association any franchise or deductible borne by him under the Hull Policies of the entered ship.
- if a claim arises under this Section in respect of a collision involving two ships belonging wholly or partly to the same Owner, he shall be entitled to recover from the Association and the Association shall have the same rights, as if the ships had belonged to different Owners.
- Unless otherwise agreed between the Owner and the Managers as a term of the ship's entry in the Association, if both ships are to blame, then where the liability of either or both of the ships in collision becomes limited by law, claims under this Section shall be settled upon the principle of

- A 除本節第 B 項所列責任外，因碰撞所生四分之一或協會經理人業已書面同意之其他比例之責任。
- B 因碰撞所生有關下列事項之四分之四責任：
- 障礙物、船舶殘骸、貨物或任何其他物品之移除或清理；
 - 他船及他船之船上財物以外之任何不動產、動產或其他物品；
 - 入會船舶上之貨物或其他財產，或該貨物或財產之所有人所支付之共同海損分攤、特別費用或救助費用；
 - 人命傷亡、患病、遣返或替代費用；
 - 油料或其他物質(非來自入會船舶)之洩漏或排放，或有洩漏或排放之虞，但不包括這些油料或物質所造成與入會船舶相撞之他船或該船上財產之損害；
 - 有關入會船舶於碰撞而需為船舶救助時，依 P&I 協會特別補償金條款(SCOPIC)或其任何修訂所應支付之報酬。
- C 除本節第 A 及 B 項所列責任外，船東因碰撞所生責任超過其能依入會船舶之船體保單可得求償之部分，而該部分純係碰撞所生責任超過船舶於該保單之保險價額所致。

但書：

- 除董事會依其裁量另有決定外，本節第 C 項得向本協會求償之額度，僅限於入會船舶業依協會規則 5 第 D 項以適當價值投保船體險之情況下，已依船體保單為求償之超過部分(如有)。
- 除於入會時或隨後年度續保時業獲協會經理人同意外，船東無權向本協會求償其於入會船舶之船體保單所應自行負擔之免賠額或自負額。
- 本節求償涉及碰撞兩船全部或一部屬同一船東所有時，該船東仍有權向協會提出求償，本協會亦享有如同此兩船屬於不同船東所有般之相同權利。
- 除船東與協會經理人另有約定並作為船舶入會條件之一外，若兩船均有過失，且一方或雙方船舶之碰撞責任依法得主張限責時，本節求償應按單一責任原則處

single liability, but in all other cases claims under this Section shall be settled upon the principle of cross-liabilities, as if the owner of each ship had been compelled to pay the owner of the other ship such proportion of the latter's damages as may have been properly allowed in ascertaining the balance or sum payable by or to the Owner of the entered ship in consequence of the collision.

Note: Any oil pollution element in a claim under this Section 10 will be subject to the limitation set out in Rule 5(B) and in the corresponding note.

SECTION 11 - Loss or Damage to Property

Liability to pay damages or compensation for any loss of or damage to any property (including infringement of rights) whether on land or water and whether fixed or moveable.

PROVIDED ALWAYS that:

- a There shall be no recovery by an Owner under this Section in respect of
 - i. Liability which arises under the terms of any contract or indemnity to the extent that it would not have arisen but for those terms.
 - ii. Liability which is within the scope of the following Sections of this Rule, or within any proviso, limit, exclusion or deductible applicable to those Sections
 - Section 1(C) Liability to persons other than seamen.
 - section 5 The effects of seamen and others.
 - section 10 Collision with other ships.
 - Section 12 Pollution risks.
 - Section 13 Liability arising out of towage of or by an entered ship.
 - Section 15 Wreck liabilities.
 - Section 17 Cargo liabilities.
 - Section 18 Property on the entered ship.
 - iii. Any franchise or deductible borne by the Owner under the Hull Policies of the entered ship.
- b If an entered ship causes loss or damage to property or infringes rights belonging wholly or in part to the Owner of the entered ship, the Owner shall have the same rights of recovery from the Association as if such property or rights belonged wholly to different owners.

Note: Any oil pollution element in a claim under this section 11 will be subject to the limitation set out in Rule 5(B) and in the corresponding note.

SECTION 12 - Pollution Risks

The liabilities, losses, damages, costs and expenses set out in paragraphs (A) to (E) below when and to the extent that they are caused by or incurred in consequence of the discharge or escape from an entered ship of oil or any other substance, or the threat of such discharge or escape:

理，但對於其它任何情形，本節求償應按，如同個別船舶所有人已經被迫互相依過失比例賠付對方業經適當認定損害賠償般之交叉責任原則處理，以確定入會船舶之船東因該碰撞所生應付或應收之餘額或數額。

附註：本第 10 節補償之請求涉有任何油污污染性質者，應適用規則 5 第 B 項及其註釋所規定之協會責任限額。

第 11 節 - 財產之減失或毀損

承保對於無論在陸上或水上或無論是固定或可移動之任何財產減失或毀損(包括權利侵害)應支付損害賠償或補償之責任。

但書：

- a 就下列事項，船東不得依本節提出補償之請求：
 - i. 依任何契約或補償條款所生之責任，但僅以無該條款即無此責任之範圍為限。
 - ii. 本規則下列各節或其所適用的但書、限制、除外條款或自負額範圍下之責任：
 - 第 1 節 C 項對海員以外人員之責任
 - 第 5 節海員及其他人之行李
 - 第 10 節與他船碰撞
 - 第 12 節污染危險
 - 第 13 節入會船舶拖帶或被拖帶之責任
 - 第 15 節殘骸責任
 - 第 17 節貨物責任
 - 第 18 節入會船舶上之財產
 - iii. 船東依入會船舶之船體保單應負擔之免賠額或自負額。
- b 入會船舶所造成減失毀損之財產或所侵害之權利全部或一部屬於入會船舶所有者，該船東仍享有如同該財產或權利全部屬於不同之船東所有般向本協會求償之權利。

附註：本第 11 節補償之請求涉有任何油污污染性質者，應適用規則 5 第 B 項及其註釋所規定之協會責任限額。

第 12 節 - 污染危險

承保因入會船舶排放或洩漏油料或其他物質或有排放或洩漏之虞所致或所生對於下列第 A 至 E 項所列範圍之責任、損失、損害、成本及費用：

PROVIDED ALWAYS that

- a There shall be no recovery in respect of any liability, loss, damage, cost or expense arising as a consequence of the presence in, or the escape or discharge or threat of escape or discharge from, any land-based dump, storage or disposal facility, of any substance previously carried on the entered ship, whether or not as cargo, fuel, stores or waste, except to the extent that the Directors in their discretion, and without having to give any reasons for their decision, otherwise determine.
 - b Unless and to the extent that special cover has been agreed in writing by the Managers, the Association shall not reimburse any liability, loss, cost or expense which would have been recoverable in general average if the cargo of the entered ship had been carried on terms no less favourable to the Owner than those of the York-Antwerp Rules 1994.
 - c Unless the Managers otherwise agree in writing, the Owner of an entered ship which is a "relevant ship" as defined in the Small Tanker Oil Pollution Indemnification Agreement 2006 (STOPIA 2006) shall during the currency of that Agreement be a party to STOPIA 2006 for the period of entry of such ship in the Association and, unless the Directors otherwise determine, shall not be entitled to any recovery under this Rule 2, Section 12 in respect of such ship in relation to any casualty, event or matter occurring during a period when the Owner is not a party to STOPIA 2006.
 - d Unless the Managers otherwise agree in writing, the Owner of an entered ship which is a "relevant ship" as defined in the Tanker Oil Pollution Indemnification Agreement (TOPIA) shall during the currency of that Agreement be a party to TOPIA for the period of entry of such ship in the Association and, unless the Directors otherwise determine, shall not be entitled to any recovery under this Rule 2, Section 12 in respect of such ship in relation to any casualty, event or matter occurring during a period when the Owner is not a party to TOPIA.
- A Liability for toss, damage or contamination.
- B Any loss, damage or expense which the Owner incurs, or for which he is liable, as a party to any agreement approved by the Directors, including the costs and expenses incurred by the Owner in performing his obligations under such agreements.
- C The costs of any measures reasonably taken for the purpose of avoiding or minimizing pollution or any resulting loss or damage together with any liability for loss of or damage to property caused by measures so taken.
- D The costs of any measures reasonably taken to prevent an imminent danger of the discharge or escape from the entered ship of oil or any substance which may cause pollution.

但書：

- a. 除董事會依其裁量且無須給予任何理由之另外決定且就該決定之範圍外，對於入會船舶先前所載運，無論是否為貨物、燃油、物料或廢料，因其出現在或從任何陸基堆存場、儲存場或處置設施外溢或洩漏或外溢或洩漏之威脅所致或所生之任何責任、毀損、滅失、成本或費用，本協會均不予補償。
 - b. 除協會經理人業已書面同意特別承保且就該特別承保之範圍內，協會不補償入會船舶所運載之貨物在不比 1994 年約克安特衛普規則更有利於船東之條件下，可得請求之任何共同海損責任、損失、成本或費用。
 - c. 除協會經理人另有書面協議外，屬於 2006 年小型油輪油污補償協定 (STOPIA) 所定義「相關船舶」之入會船舶之船東，應於該船舶入會於本協會之入會期間內為該 2006 年協定之會員，且除董事會另有決定外，對於船東非 2006 年協定之會員期間所生之任何事故、事件或事變，均無權依本規則 2 第 12 節為任何補償。
 - d. 除協會經理人另有書面協議外，屬於油輪油污補償協定 (TOPIA) 所定義「相關船舶」之入會船舶之船東，應於該船舶入會於本協會之入會期間內為該協定之會員，且除董事會另有決定外，對於船東非協定之會員期間所生之任何事故、事件或事變，均無權依本規則 2 第 12 節為任何補償。
- A 損失、損害或污染之責任。
- B 因船東身為董事會所核准任一契約之當事人所生或應負責之損失、損害或費用，包括船東為履行該契約義務所生之成本及費用。
- C 為避免或減少污染或任何所致生之損失或損害所採取任何合理措施之成本，以及因採取該措施所造成財產滅失或毀損之責任。
- D 為避免自入會船舶排放或洩漏可能造成污染之油料或其他物質之立即危險所合理採取措施之費用。
- E 為遵守政府或主管機關有關避免或減少污染或污染危險之任何命令或

- E The costs or liabilities incurred as a result of compliance with any order or direction given by any government or authority, for the purpose of preventing or reducing pollution or the risk of pollution, provided always that:
- such compliance is not a requirement for the normal operation or salvage or repair of the entered ship, and
 - such costs or liabilities are not recoverable under the Hull Policies of the entered ship.

Note: Oil pollution claims under this section 12 will be subject to the limitation set out in Rule 5(B) and in the corresponding note.

SECTION 13 - Liability Arising out of Towage of or by an Entered Ship

A. CUSTOMARY TOWAGE OF AN ENTERED SHIP

Liability, other than for the cost of the contracted services, under the terms of a contract for the customary towage of an entered ship, that is to say

- towage for the purpose of entering or leaving port or manoeuvring within the port during the ordinary course of trading, or
- towage of such entered ships as are habitually towed in the ordinary course of trading from port to port or from place to place, to the extent that the Owner is not insured against such liability under the Hull Policies of the entered ship.

B. TOWAGE OF AN ENTERED SHIP OTHER THAN CUSTOMARY TOWAGE

Liability under the terms of a contract for towage of an entered ship other than the customary towage covered under paragraph (A) of this Section but only if and to the extent that cover for such liability has been agreed with the Managers upon such terms as the Managers may require.

C. TOWAGE BY AN ENTERED SHIP

Liability arising out of the towage of another ship or object by an entered ship but only if and to the extent that

- cover for such liability has been agreed with the Managers upon such terms as the Managers may require, or
- the Directors shall in their discretion decide that having regard to all the circumstances the claim falls within the scope of the Association and that the Owner should be reimbursed.

Note: Any oil pollution element in a claim under this section 13 will be subject to the limitation set out in Rule 5(B) and in the corresponding note.

SECTION 14 - Liability Arising Under Certain

指示所生之成本或責任，但：

- 該遵守須非入會船舶正常營運或救助或修理所必要者；且
- 該成本或責任無法自入會船舶之船體保單求償者。

附註：本第 12 節之油污染補償之請求，應適用規則 5 第 B 項及其註釋所規定之協會責任限額。

第 13 節 - 入會船舶拖帶或被拖帶之責任

A. 承保對入會船舶之習慣性拖帶

契約服務費用除外，入會船舶依某契約條款之習慣性拖帶所生之責任，亦即：

- 於正常營運期間為進出港或在港內移動目的所為之拖帶；或
- 對入會船舶之拖帶係於正常營運期間，於港與港或某地對某地間之習慣性拖帶，然僅限於入會船舶之船體保單不承保該船東責任之範圍。

B. 承保對入會船舶所為習慣性拖帶以外之拖帶

對入會船舶所為本節第 A 項所述一般拖帶以外之拖帶，依某拖帶契約條款所生之責任，然以該責任業依協會經理人所要求之條件而為協會經理人同意承保者為限。

C. 承保入會船舶所為之拖帶

入會船舶因拖帶他船或他物而生之責任，但限於：

- 該責任業依協會經理人所要求之條件而為協會經理人同意承保者；或
- 董事會於斟酌所有情況後，裁量認為該責任為本協會承保範圍，且船東應受補償者。

附註：本第 13 節補償之請求涉及油污因素者，應適用規則 5 第 B 項及其註釋所規定之協會責任限額。

第 14 節 - 賠償協議或契約之責任

Indemnities and Contracts

Liability for loss of life, personal injury or illness, or for loss of or damage to property, arising under the terms of an indemnity or contract given or made by or on behalf of the Owner relating to facilities or services provided or to be provided to or in connection with an entered ship, but only if and to the extent that:

- i. the terms have previously been approved by the Managers and cover for the liability has been agreed between the Owner and the Managers on such terms as the Managers may require, or
- ii. the Directors in their discretion decide that the Owner should be reimbursed.

Note: Any oil pollution element in a claim under this section 14 will be subject to the limitation set out in Rule 5(B) and in the corresponding note.

SECTION 15 - Wreck Liabilities

- A Costs or expenses relating to the raising, removal, destruction, lighting or marking of the wreck of an entered ship, when such raising, removal, destruction, lighting or marking is compulsory by law or the costs thereof are legally recoverable from the Owner
- B Costs or expenses relating to the raising, removal or destruction of any property being carried or having been carried on an entered ship, not being oil or any other substance within the scope of Section 12 of this Rule, when such raising, removal or destruction is compulsory by law or the costs thereof are legally recoverable from the Owner but only if and to the extent that:
 - i. such property does not form part of the entered ship and is not owned or leased by the Owner or by any company associated with or under the same management as the Owner, and
 - ii. the Owner is unable to recover such costs or expenses from the owner or insurer of such property, or from any other party.
- C Liabilities incurred by an Owner as the result of any such raising, removal or destruction of the wreck of an entered ship or any property as is referred to in paragraphs (A) and (B) of this Section, or any attempt thereat.
- D Liabilities incurred by an Owner as the result of the presence or involuntary shifting of the wreck of an entered ship or as a result of his failure to remove, destroy, light or mark such wreck, including liability arising from the discharge or escape from such wreck of oil or any other substance.

PROVIDED ALWAYS that:

- a The entered ship became a wreck as the result of a casualty or event occurring during the period of that ship's entry in the Association, in which case the Association shall continue to be liable for the claim notwithstanding that in other respects the liability of the Association shall have terminated pursuant

承保船東或代表船東所簽訂或所提供有關入會船舶所提供或提供給入會船舶或與入會船舶有關之任何補償或契約約定所生之人命傷亡、疾病或財物減失、毀損之責任，然僅限於：

- i. 協會經理人業已事先批准該約定，且該責任業依協會經理人所要求之條件並經協會經理人及船東協議承保；或
- ii. 董事會依其裁量認為船東應受補償者。

附註：本第 14 節補償之請求涉及油污因素者，應適用規則 5 第 B 項及其註釋所規定之協會責任限額。

第 15 節 – 殘骸責任

- A 有關入會船舶殘骸之浮起、移除、摧毀、加燈號或標示之成本或費用，而該浮起、移除、摧毀、加燈號或標示為法律所強制，且所生之費用得依法向船東求償者。
- B 對於入會船舶所載運或曾載運之任何財物(本規則第 12 節所規定之油料或其他物質除外)之浮起、移除或摧毀之成本或費用，而該浮起、移除、摧毀、加燈號或標示為法律所強制，且所生之費用得依法向船東求償者，然僅限於：
 - i. 該財物非屬入會船舶之一部分，亦非船東或船東聯營公司或船東相同經理人所有或所租用者；且
 - ii. 船東無法自該財產之所有人或其保險人或自其他人求償該費用者。
- C 船東依本節第 A 及 B 項浮起、移除或摧毀入會船舶之殘骸或任何財產或意圖為是項浮起、移除或摧毀所生之責任。
- D 船東因入會船舶之殘骸的存在或非自力移位，或因怠於將該殘骸移除、摧毀、加燈號或標示所生之責任，包括自該殘骸排放或洩漏油料或其他物質所生之責任。

但書：

- a 入會船舶於入會期間因事故或事件成為殘骸，不論本協會在其他方面之責任是否已依規則 29 第 C 項終止，本協會仍繼續負責本項求償。

to Rule 29(C).

- b in respect of a claim under paragraph (A) of this Section, the value of all stores and materials saved, as well as the wreck itself, shall first be deducted from such costs or expenses and only the balance thereof, if any, shall be recoverable from the Association.
- c Nothing shall be recoverable from the Association under this section if the Owner shall, without the consent of the Managers in writing, have transferred his interest in the wreck, otherwise than by abandonment, prior to the raising, removal, destruction, lighting or marking of the wreck or prior to the incident giving rise to the liabilities, costs and expenses referred to in this Section.
- d Where the liability arises under the terms of an indemnity or contract, and would not have arisen but for those terms, such costs and expenses are only recoverable under this Section if and to the extent that
 - i. the terms of the indemnity or contract have previously been approved by the Managers and cover has been agreed between the Owner and the Managers on such terms as the Managers may require, or
 - ii. the Directors in their discretion decide that the Owner should be reimbursed.

Note: Any oil pollution element in a claim under this Section 15 will be subject to the limitation set out in Rule 5(B) and in the corresponding note.

SECTION 16 - Quarantine Expenses

Additional expenses incurred by the Owner of an entered ship as a direct consequence of an outbreak of infectious disease on that ship, including quarantine and disinfection expenses and the net loss to the Owner (over and above such expenses as would have been incurred but for the outbreak) in respect of fuel, insurance, wages, stores, provisions and port charges.

SECTION 17 - Cargo Liabilities

The liabilities and costs set out in paragraphs (A) to (D) below when and to the extent that they relate to cargo intended to be or being or having been carried in an entered ship

A. LOSS, SHORTAGE, DAMAGE OR OTHER RESPONSIBILITY

Liability for loss, shortage, damage or other responsibility arising out of any breach by the Owner, or by any person for whose acts, neglect or default he may be legally liable, of his obligation properly to load, handle, stow, carry, keep, care for, discharge or deliver the cargo or out of unseaworthiness or unfitness of the entered ship.

B. DISPOSING OF DAMAGED CARGO

The additional costs (over and above those which would have been incurred by him if the cargo had not been damaged)

- b 有關本節第 A 項所求償之成本及費用，應先扣除所有獲救之船舶物料及殘骸本身之價值，僅有差額部分能夠向本協會提出補償之請求。
- c 如船東於浮起、移除、摧毀、加燈號或標示殘骸前，或於發生本節責任、成本及費用之事故前，未經協會經理人書面同意即以委付以外之方式轉讓其對殘骸之權益者，不得依本節向本協會為任何補償之請求。
- d 依某補償協議或契約條款所生之責任，且若無該條款即無此責任者，本節可請求補償之成本及費用僅限於下述情形及其範圍：
 - i. 協會經理人業已事先批准該補償協議或契約條款，且該責任業依協會經理人所要求之條件並經協會經理人及船東協議承保，或
 - ii. 董事會認為船東應受補償者。

附註：本第 15 節補償之請求涉及油污因素者，應適用規則 5 第 B 項及其註釋所規定之協會責任限額。

第 16 節 - 檢疫費用

船東因入會船舶上爆發傳染病而直接發生之額外費用，包括檢疫及消毒費用，以及船東於燃料、保險、薪資、物料、食物及港口費用上之淨損失(亦即，若未爆發傳染病所生該等費用之超出部分)。

第 17 節 - 貨物責任

承保對於欲裝載於、正裝載於或曾裝載於入會船舶之貨物有關下述第 A 至 D 項所定範圍之責任及費用：

A. 減失、短少、毀損或其他責任

因船東本身或船東依法應為其行為、過失或疏失負責之人，違反其應適當地裝載、處理、堆存、運送、保管、看守、卸載或交付貨物之義務或因入會船舶不適航或不適載所生貨物減失、短少、毀損或其他義務之責任。

B. 處置受損貨物

船東為卸載或處置受損貨物所生之額外費用(超過貨物如未受損時本應發

incurred by the Owner in discharging or disposing of damaged cargo, but only if and to the extent that the Owner has no recourse to recover those costs from any other party.

C. FAILURE OF CONSIGNEE TO REMOVE CARGO

The liabilities and additional costs (over and above the costs which would have been incurred by him if the cargo had been collected or removed) incurred by an Owner solely by reason of the total failure of a consignee to collect or remove cargo at the port of discharge or place of delivery, but only if and to the extent that such liabilities or costs exceed the proceeds of sale of the cargo and the Owner has no recourse to recover those liabilities or costs from any other party.

D. THROUGH OR TRANSHIPMENT BILLS OF LADING

Liability for loss, shortage, damage or other responsibility in respect of cargo carried by a means of transport other than the entered ship, when the liability arises under a through or transshipment bill of lading, or other form of contract, approved by the managers, providing for carriage partly to be performed by the entered ship.

Note: By Resolution passed on 22nd January, 1981, the Directors decided that there shall be no recovery from the Association for loss or damage to cargo carried under Through Bills of Lading from ports in the River Paraguay and Parana, and arising prior to shipment in the entered ship unless the owner shall have given prior notice of such carriage to the Managers, and have agreed with them special cover on such terms as they may think appropriate.

Note: For the purpose of paragraph D, a contract is deemed to be approved if it incorporates the ICC Rules or the internationally accepted conventions such as CMR 1956 (Convention relative au Contrat de transport international de Marchandises par Route), CIM 1980 (Les règles uniformes concernant le Contrat de transport International ferroviaire de Marchandises), or the Warsaw Convention 1929 or 1955, as appropriate.

PROVIDED ALWAYS that:

a. Standard Terms of Carnage

Unless and to the extent that the Directors in their discretion otherwise decide, or special cover has been agreed in writing by the Managers, there shall be no recovery from the Association in respect of liabilities which would not have been incurred or sums which would not have been payable by the Owner if the cargo (including cargo on deck) had been carried under a contract incorporating terms no less favourable to the Owner than the Association's recommended standard terms of carriage which shall be the Hague Visby Rules and/or such other rules and/or conventions as the Directors may from time to time determine.

Note: For the 2008 policy year the standard Terms of Carriage are

生之費用部分), 但僅以船東無法自任何其他人追償之費用及其範圍為限。

C. 受貨人未能提領貨物

船東純因受貨人未能於卸貨港或交貨地提取貨物所生之責任及額外費用(超過貨物如被提領本應發生之費用部分), 然該責任或費用僅限於超過貨物出售所得部分, 且就該責任或費用, 船東無法自任何其它人追償者及其範圍為限。

D. 聯運或轉運載貨證券

於入會船舶履行部分運送之條件下, 依某聯運或轉運載貨證券或其它經協會經理人所核可之契約格式所生入會船舶以外之運輸工具所運載之貨物滅失、短少、毀損或其他義務之責任。

附註: 依 1981 年 1 月 22 日董事會通過之決議, 在巴拉圭及巴若納河(the River Paraguay and Parana)之港口以聯運載貨證券所裝運之貨物, 於其裝上入會船舶前所發生之滅失或毀損, 不得向本協會求償, 然船東業將該運送事先通知協會經理人, 且已與協會經理人依其認為適當之條件達成特別承保協議者除外。

附註: 為第 D 項之目的, 如某契約有併入國際商會規則(ICC 規則)或為國際所接受之公約, 例如 1956 年國際貨物陸上運輸公約(CMR)、1980 年國際貨物鐵路運輸公約(CIM)或適當之 1929 年或 1955 年華沙公約者, 該契約即視為業經核可。

但書:

a. 標準運送條款

除董事會依其裁量有另行決定且就其決定之範圍, 或協會經理人業已書面同意特別承保外, 若所生之責任或應支付之費用依協會所建議以海牙威士比規則及或董事會所決定之其它規則及或公約為準之標準運送條件非更為不利條件約定之運送契約為貨物承運(包括甲板上之貨物)而不致發生或無須支付者, 本協會不予補償。

附註: 2008 保險年度之標準運送條件係

the Hague Visby Rules, i.e. the Rules contained in the international Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25th August, 1924, as amended by the Protocol to that Convention signed at Brussels on 23rd February, 1968.

b. Deviation

Unless and to the extent that the Directors in their discretion otherwise decide, or cover has been confirmed in writing by the Managers prior to the deviation, there shall be no recovery from the Association in respect of liabilities costs and expenses which arise out of or which are incurred as a consequence of a deviation, in the sense of a departure from the contractually agreed voyage or adventure which deprives the Owner of the right to rely on defences or rights of limitation which would otherwise have been available to him on the basis of the standard terms of carriage referred to in proviso (a) above to reduce or eliminate his liability

c. Claims payable only at the discretion of the Directors

Unless and to the extent that the Directors in their discretion otherwise decide there shall be no recovery from the Association in respect of liabilities, costs or expenses arising out of

- i. Discharge of cargo at a port or place other than the port or place provided in the contract of carriage,
- ii. Delivery of cargo carried under a negotiable bill of lading or similar document of title without production of that bill of lading or document by the person to whom delivery is made, except where cargo has been carried on the entered ship under the terms of a nonnegotiable bill of lading, waybill or other non-negotiable document, and has been properly delivered as required by that document, notwithstanding that the Owner of that entered ship may be liable under the terms of a negotiable bill of lading or other similar document of title issued by or on behalf of a party other than that Owner providing for carriage partly by a means of transport other than the entered ship,
- iii. The issue of an ante dated or post dated bill of lading, waybill or other document containing or evidencing the contract of carriage, that is to say a bill of lading, waybill or other document recording the loading or shipment or receipt for shipment on a date prior or subsequent to the date on which the cargo was in fact loaded, shipped or received as the case may be,
- iv. A bill of lading, waybill or other document containing or evidencing the contract of carriage, issued with the knowledge of the Owner or the Master of the entered ship with an incorrect description of the cargo or its quantity or its condition,
- v. Either the failure to arrive or late arrival of the entered ship at a port of loading, or the failure to load any particular cargo or cargoes in an entered ship other than liabilities, loss and expenses arising under a bill of lading already issued.

海牙威士比規則，亦即 1924 年 8 月 25 日於布魯塞爾簽訂之統一某些載貨證券規則國際公約之 1968 年 2 月 23 日布魯塞爾修正議定書。

b. 偏航

除董事會依其裁量有另行決定且就其決定之範圍，或於偏航前業經協會經理人書面確認承保外，船東因駛離合約協議航程或冒險而被剝奪原可依前述但書 a 所述及之標準運送條件主張責任限制或抗辯而減輕或減免其責任，則因該偏航所致或所生之責任、成本及費用不得向本協會求償。

c. 僅能由董事會裁量決定之求償

除董事會依其裁量有另行決定且就其決定之範圍，下述事項所生之責任、成本或費用不得向本協會請求補償：

- i. 於運送契約所載明之港口或地點以外之港口或地點為貨物之卸載；
- ii. 將依可轉讓載貨證券或類似權利文件所承運之貨物交付予未繳驗該載貨證券或文件之人，然貨物係由入會船舶依某不可轉讓載貨證券、海運單或其他不可轉讓文件所承運，且已按該文件所載為適當交貨者除外，而不論該入會船舶之船東是否應依船東以外之人或代表該人提供入會船舶以外之運輸工具為一部運送所簽發之可轉讓載貨證券或類似權利文件負責。
- iii. 簽發日期倒填或遲填之載貨證券、海運單或其他包含或證明運送契約之文件，亦即載貨證券、海運單或其他文件所載明之裝載、裝船或收受日期較貨物實際所裝載、裝船或收受之日期為早或更晚；
- iv. 入會船舶之船東或船長明知貨物明細、數量或情狀聲明不實而仍於所簽發之載貨證券、運貨單或其他包含或證明運送契約文件為是項記載者；
- v. 除載貨證券業已簽發所生之責任、損失或費用外，因入會船舶無法抵達或遲延抵達裝貨港，或入會船舶未能裝載特定貨物所致生之責任、成本或費用。

d. Ad Valorem Bills of Lading

Unless and to the extent that special cover has been agreed in writing by the Managers, the Association shall not be liable for payments to cargo claimants of amounts exceeding whichever is the higher of US\$2,500 per unit, piece or package or the limitation per unit, piece or package specified in the standard terms of carriage, in respect of shipments of goods carried under an ad valorem bill of lading, waybill or other document containing or evidencing the contract of carriage in which the value of the relevant unit, piece or package has been stated to be in excess of US\$2,500.

e. Rare and valuable cargo

Unless and to the extent that special cover has been agreed in writing by the Managers, there shall be no recovery from the Association in respect of claims relating to the carriage of specie, bullion, precious or rare metals or stone, plate or other objects of a rare or precious nature, bank notes or other forms of currency, bonds or other negotiable instruments.

f. Property of the Owner

In the event that any cargo lost or damaged on board the entered ship shall be the property of the Owner, such Owner shall be entitled to recover from the Association the same amount as would have been recoverable from him if the cargo had belonged to a third party and that third party had concluded a contract of carriage of the cargo with the Owner on the terms of the Association's recommended standard terms of carriage.

SECTION 18 - PROPERTY ON THE ENTERED SHIP

Liability of an Owner for loss of or damage to any containers, equipment, fuel or other property on board the entered ship.

PROVIDED ALWAYS that:

- a Such property is not within the scope of Section 1(C) or Section 5 of this Rule (the effects of passengers, seamen and others) or Section 17 of this Rule (cargo liabilities) or within any proviso, exclusion, limit or deductible applicable to those Sections,
- b Such property does not form part of the entered ship and is not owned or leased by the Owner or by any company associated with or under the same management as the Owner, and
- c Unless and to the extent that the Owner has obtained appropriate special cover by agreement with the Managers, the Association shall not reimburse an Owner to the extent that any liability arises under a contract or indemnity entered into by the Owner and would not have arisen but for such contract or indemnity.

d. 報值載貨證券

除協會經理人業已書面同意特別承保外且就其所同意之範圍，本協會不負責依其上載明貨物每單位、每件或每包之價值超過 2,500 美元之報值載貨證券、海運單或其他包含或證明運送契約文件之貨物承載，超過每單位、每件或每包 2,500 美元或超過標準運送條件所規定每單位、每件或每包之限制責任額度部份，以較高者為準。

e. 稀有及貴重貨物

除協會經理人業已書面同意特別承保外且就其所同意之範圍，因運送硬幣、金銀塊、貴重或稀有金屬或礦石、金銀器或其他具稀有或貴重本質之物品、紙幣或其他形式之貨幣、債券或其他有價證券所生之求償不得向本協會請求補償。

f. 船東之財產

入會船舶上所滅失或毀損之任何貨物屬於船東之財產者，船東有權以該貨物屬於第三人所有般，並以該第三人業已跟船東訂定依本協會所建議之標準運送條件之運送契約可得請求之數額，向本協會提出求償。

第 18 節 - 入會船舶上之財產

承保船東對於入會船舶上之任何貨櫃、設備、燃料或其他財產滅失或毀損之責任。

但書：

- a 該財產不屬本規則第 1 節 C 項或第 5 節(乘客、海員及其他人之行李)，或本規則第 17 節(貨物責任)之範圍，亦非屬前述各節所適用之任何但書、除外事項、限制或自負額之範圍；
- b 該財產不屬入會船舶之一部分，亦非船東、與船東聯合之公司或與船東同一經理公司所有或租用者；且
- c 除船東業自協會經理人處取得適當特別承保之協議外且就該協議之範圍，本協會不補償船東簽訂某契約或補償協議所生，且若無該契約或賠償協議即無此責任之任何責任。

SECTION 19 - Unrecoverable General Average Contributions

The proportion of general average, special charges or salvage which an Owner may be entitled to claim from cargo or from some other party to the marine adventure and which is not legally recoverable solely by reason of a breach of the contract of carriage.

PROVIDED ALWAYS that:

Proviso (a) (Standard terms of carriage), Proviso (b) (Deviation) and Proviso (c) (Claims payable only at the discretion of the Directors) of Section 17 of this Rule shall apply to any claim under this Section.

SECTION 20 - Ship's Proportion of General Average

The entered ship's proportion of general average, special charges or salvage not recoverable under the Hull Policies by reason of the value of the ship being assessed for contribution to general average or salvage at a sound value in excess of the insured value under the Hull Policies.

PROVIDED ALWAYS that:

Unless and to the extent that the Directors in their discretion otherwise decide, recovery from the Association under this Section shall be limited to the amount (if any) of the ship's proportion which would not have been recoverable under the Hull Policies if the ship had been insured thereunder at the proper value in accordance with Rule 5(D).

SECTION 21 - Special Compensation to Salvors

Liability of an Owner to pay special compensation to a salvor of an entered ship, but only to the extent that such liability .

- i. is imposed on the Owner pursuant to Article 14 of the International Convention on Salvage, 1989, or is assumed by the Owner under the terms of a standard form of salvage agreement approved by the Directors, and
- ii. is not payable by those interested in the salvaged property

Note: Any oil pollution element in a claim under this Section 21 will be subject to the limitation set out in Rule 5(B) and in the corresponding note.

Note: At 20th February 2007, the Directors have approved

- (a) Lloyd's standard Form of salvage Agreement (LOF), 1995 and LOF 2000, and any other standard form of salvage contract incorporating the provisions of the International Convention on Salvage, 1989, to the extent of the liability of the owner to pay special compensation pursuant to Article 14 of the Convention, or remuneration pursuant to the Special Compensation P&I Clause (SCOPIC) or its revision (SCOPIC 2000), if incorporated in such contract, and
- (b) Lloyd's standard Form of Salvage Agreement, 1980, to the

第 19 節 - 無法求償之共同海損分擔

承保船東純因違反運送契約而無法向貨物或其它海上冒險當事人依法求償之共同海損、特別費用或救助之比例分擔。

但書：

本規則第 17 節但書 a (標準運送條件)、但書 b (偏航)及但書 c (僅能由董事會依其裁量決定之求償理賠)亦應適用本節所提出之任何求償。

第 20 節 - 船舶之共同海損分擔

承保由於用於估算共同海損或救助分擔之入會船舶完好價值超過船體保單之保險金額，而無法依船體保單求償之入會船舶共同海損、特別費用或救助之分擔額度。

但書：

除董事會依其裁量有另行決定外且就其決定之範圍，依本節得向本協會請求補償之數額僅限於船舶業依規則 5 第 D 項所定適當價值投保船體保險，而仍無法依船體保單求償之船舶分擔額度。

第 21 節 - 給救助人之特別補償金

承保船東應支付特別補償金給入會船舶救助人之責任，但僅限於該責任：

- i. 係船東依 1989 年海難救助國際公約第 14 條所課以，或依董事會所核可之標準救助契約條款而須承負者；且
- ii. 須非獲救財產之利害關係人所應支付者。

附註：本第 21 節補償之請求涉及油污因素者，應適用規則 5 第 B 項及其註釋所規定之協會責任限額。

附註：於 2007 年 2 月 20 日，董事會已核可：

- (a) 勞依氏 1995 年及 2000 年版標準救助契約格式，及任何將 1989 年國際救助公約第 14 條有關船東特別補償金責任及其範圍併入合約規範之任何其它救助契約標準格式，或依據訂有特別補償 P&I 條款 (SCOPIC 條款) 或其修訂 (SCOPIC-2000 版) 之報酬；及
- (b) 1980 年勞依氏標準救助契約格式，

extent of the liability of the owner of a tanker to reimburse a salvor for his "reasonably incurred expenses" (together with any increment awarded thereon) under the exception to the principle of "No cure-no pay" contained in clause 1 (a) of that Agreement

僅限於油輪船東依該契約格式第 1(a)條所約定"無效果無報酬"原則之例外事項，補償救助入"合理費用"(及其增額報酬)之責任。

SECTION 22 - Fines

第 22 節 - 罰款

- A Fines as set out in paragraphs (B) to (E) below when and to the extent that they are imposed in respect of an entered ship by any court, tribunal or authority and are imposed:
- upon the Owner, or
 - upon any person whom the Owner may be legally liable to reimburse (other than under the terms of a contract or indemnity) or reasonably reimburses with the approval of the Managers, or
 - upon any person whom the Owner may be legally liable to reimburse under the terms of a contract or indemnity, but only if and to the extent that such terms have previously been approved by the Managers in writing.
- B Fines for short or overlanding or over delivery of cargo, or for failure to comply with regulations relating to declaration of goods or to documentation of the entered ship in respect of her cargo ;
- C Fines for smuggling or for any infringement of any Customs law or Customs regulation relating to the construction, adaptation, alteration or fitment of the entered ship ;
- D Fines for contravention of any law or regulation relating to immigration ;
- E Fines in respect of an accidental discharge or escape of oil or other substance, or the threat thereof.

- A 承保任何法院、法庭或當局關於入會船舶而對於下述人員所科處下列第 B 至 E 項之罰款及其範圍：
- 船東；
 - 船東依法應予補償(補償或契約條款除外)或經協會經理人核可應予合理補償之任何人；或
 - 船東依某補償或契約約定而應依法負責之任何人，但僅限於該約定有經協會經理人事先書面認可及其認可範圍為限。
- B 短卸、溢卸或溢交貨物，或疏於遵守有關貨物申報或入會船舶有關貨物文件之罰款；
- C 走私或違反與入會船舶建造、改造或裝修有關任何海關法令之罰款；
- D 違反與移民有關法令之罰款；
- E 意外性排放或洩漏油料或其他物質，或有排放或洩漏威脅之罰款；

PROVIDED ALWAYS that:

There shall be no recovery from the Association in respect of fines arising out of

- the overloading of an entered ship or
 - infringements or violations of or non-compliance with the provisions regarding construction, adaptation and equipment of ships contained in the International Convention for the Prevention of Pollution from Ships, 1973, as modified or amended by the Protocol of 1978 and any subsequent Protocol, or such of those aforesaid provisions as are contained in the laws of any State giving effect to that Convention or to such Protocol.
- F Any fine (other than those specified in paragraphs B - E above) to the extent that (i) the Owner has satisfied the Directors that he took such steps as appear to the Directors to be reasonable to avoid the event giving rise to such fine and (ii) the Directors in their discretion and without having to give any reasons for their decision, decide that the Owner should recover.
- G Notwithstanding the terms of Rule 5(G)(i), the Directors in

但書：

因下列事由所科處之罰款，不得向本協會請求補償：

- 入會船舶超載；或
- 違反、抵觸或未遵守 1973 年防止船舶污染國際公約之 1978 年修訂議定書或其後任何議定書中有關船舶建造、改造及裝備之規定，或違反、抵觸或未遵守某國為實施該公約或議定書而將前述規定納入某國法律之相關規定。

- F 下列範圍之任何罰款(下列第 B 至 E 項所規定者除外) (i) 船東應使董事會相信其已採取董事會認為合理之措施，以防止導致沒收情事發生，及(ii) 董事會依其裁量所決定之範圍內獲償，董事會對其決定無需提供任何理由。
- G 不論規則 5 第 G 項 i 款之規定為何，

their discretion may authorise the payment, in whole or in part, of an Owner's claim for loss of an entered ship following confiscation of the ship by any legally empowered court, tribunal or authority by reason of the infringement of any customs law or customs regulation:

PROVIDED ALWAYS that:

- a the amount recoverable from the Association shall under no circumstances exceed the market value of the ship without commitment at the date of the confiscation,
- b the Owner shall have satisfied the Directors that he took such steps as appear to the Directors to be reasonable to prevent the infringement of the customs law or regulation giving rise to the confiscation,
- c any amount claimed under this paragraph (G) of Section 22 shall be recoverable to such extent only as the Directors in their discretion may determine without having to give any reasons for their decision.

Note: Claims relating to oil pollution fines under this section 22 will be subject to the limitation set out in Rule 5(B) and in the corresponding note.

SECTION 23 - Enquiry Expenses

Costs and expenses incurred by an Owner in defending himself or in protecting his interests before a formal enquiry into the loss of or into a casualty involving the entered ship but only to the extent and on such conditions as the Directors in their discretion may determine.

SECTION 24 - Expenses Incidental to The Operation of Ships

Liabilities, costs and expenses incidental to the business of owning, operating or managing ships which in the opinion of the Directors fall within the scope of the Association,

PROVIDED ALWAYS that:

- a Subject to paragraph (b) of this proviso there shall be no recovery under this Section in respect of liabilities, costs and expenses, which are expressly excluded by other provisions of these Rules ;
- b The Directors may authorise payment of claims which are excluded by Rule 5(G) of these Rules but only if a majority of three-quarters of those Directors present when the claim is considered so decides ;
- c Any amount claimed under this Section shall be recoverable to such extent only as the Directors in their discretion may determine without having to give any reasons for their decision.

SECTION 25 - Sue and Labour and Legal Costs

A Extraordinary costs and expenses (other than those set out in paragraph (B) of this Section) reasonably incurred on or after the occurrence of any casualty, event or matter liable to give

入會船舶因違反海關法令而遭任何具有權限之法院、法庭或主管當局依法沒收時，董事會得裁量決定全部或一部補償該船東所受入會船舶損失之求償。

但書：

- a 得向本協會求償之金額，在任何情況下均不得超過該船舶於沒收當時之自由市場價格；
- b 船東應使董事會相信其已採取董事會認為合理之措施，以防止導致沒收之違反海關法令情事發生。
- c 依本第 22 節第 G 項所提出之求償數額，僅得於董事會依其裁量所決定之範圍內獲償，董事會對其決定無需提供任何理由。

附註：本第 22 節補償之請求涉有任何油污罰款者，應適用規則 5 第 B 項及其註釋所規定之協會責任限制。

第 23 節 – 調查費用

承保於正式調查入會船舶所涉及之損失或事故前，船東為自身抗辯或防護其權益所生之成本及費用，然僅限於董事會依其裁量所決定之範圍及條件。

第 24 節 – 船舶營運之附隨費用

承保因船舶所有、營運或經理業務附隨而生，並經董事會以其意見認為其為本協會承保範圍內之責任、成本及費用：

但書：

- a 於適用本但書第(b)款情況下，協會規章其他規定明示除外之責任、成本及費用不得依本節請求補償。
- b 對於協會規章規則 5 第 G 項所除外之求償，董事會得決定是否予以補償，惟需經出席董事四分之三同意。
- c 依本節所提出之補償請求數額，僅得於董事會依其裁量所決定之範圍內獲償，董事會對其決定無需提供任何理由。

第 25 節 – 損害防阻及法律費用

A 於任何得向協會提出補償請求之任何事故、事件或情事發生當時或之後，純為避免或減輕本協會所承保

rise to a claim upon the Association and incurred solely for the purpose of avoiding or minimizing any liability or expenditure against which the Owner is wholly or, by reason of a deductible, partly insured by the Association, but only to the extent that those costs and expenses have been incurred with the agreement of the Managers or to the extent that the Directors in their discretion decide that the Owner should recover from the Association.

- B Legal costs and expenses relating to any liability or expenditure against which the Owner is wholly, or, by reason of a deductible, partly insured by the Association, but only to the extent that those costs and expenses have been incurred with the agreement of the Managers or to the extent that the Directors in their discretion decide that the Owner should recover from the Association .

SECTION 26 - Expenses Incurred by Direction of The Association

Costs, expenses and loss which an Owner may incur either (i) by reason of a special direction of the Directors in cases in which the Directors decide that it is in the interests of the Association that the direction be given, or (ii), in the absence of such special direction, as a result of action which he has taken or refrained from taking if the Directors in their discretion decide that such action was in the interests of the Association and that the Owner should recover from the Association.

APPENDIX A TO RULE 2 - Association's Liability for Oil Pollution Claims

- A The Association's liability for claims in respect of or relating to an escape or discharge of oil (other than for loss of or damage to such oil), howsoever arising, whether under Section 12 or any other Section or combination of Sections of Rule 2, shall be limited to such sum or sums as the Directors may determine pursuant to Rule 5(B)(iii) and shall be subject to such terms and conditions as the Directors may from time to time determine.
- B Without prejudice to the generality of paragraph A of this Appendix the Directors may determine prior to the commencement of the policy year that cover in respect of oil pollution liabilities, whether arising under any convention, statute, law, agreement or otherwise and whether arising any geographical area or trade or otherwise shall be excluded, restricted or afforded only on terms that an additional premium is payable in respect of such cover, in which event such additional premium shall be payable in such amount and on such terms as the Directors may determine or as may be agreed between the Owner and the Managers.

Note: For the 2007 policy year the Directors have determined that the Owners of ships carrying persistent oil as cargo to or from any port or place in the Exclusive Economic Zone of the United States of America shall pay an additional premium in respect of

之船東之全部或因自負額而一部承保之任何責任或費用，所合理發生之額外成本及費用(本節第 B 項所規定之費用除外)，然僅限於所發生之成本或費用係經協會經理人同意或經董事會以其裁量認為船東得向本協會獲償者及其範圍為限。

- B 本協會所承保船東之全部或因自負額而一部承保之任何責任或費用之抗辯有關之法律成本及費用，然僅限於所發生之成本或費用係經協會經理人同意或經董事會以其裁量認為船東得向本協會獲償者及其範圍為限。

第 26 節 - 因協會指示所生之費用

承保船東於下列情形所發生之成本、費用及損失：(i)依董事會之特別指示而生，而董事會認為其所下之指示係有利於本協會者；或(ii)雖無前述特別指示，因船東之作為或被限制不得為作為所生之成本、費用及損失，董事會依其裁量認為該作為有利於本協會且船東應自本協會獲償者。

規則 2 之附錄 A - 本協會對油污染求償之責任

- A 對於洩漏或排放油料之求償(油料本身之滅失或毀損除外)，無論係依規則 2 第 12 節或任何其他各節或與規則 2 有關各節之規定所生，應受限於董事會依規則 5 第 B 項 iii 款所決定之某額度或數額度，以及董事會現時所決定之條款及條件。
- B 在不損及本附錄 A 項之一般原則下，於保險年度開始前，不論油污染責任係因任何公約、法令、契約或其他原因所生，亦不論該責任係於何地或貿易或其它原因所致，董事會得決定是否予以除外或限制油污染責任之承保，或於支付額外承保保費之條件下提供油污染責任之承保，該額外保費應依董事會所決定或依船東或協會經理人所協議之金額及條件支付之。

附註：在 2007 保險年度，董事會決定，所有進出美國專屬經濟區港口或地點，運送持續性貨油之船舶船東，應支付油污染風險之額外保費。美國油污染

oil pollution risks. The terms and conditions applying to cover for oil pollution risks in the United States are set out in the Association's U.S. Oil Pollution Clause 20/2/2007.

風險之承保條件及條款，規定於本協會 2007 年 2 月 20 日美國油污條款中。

Appendix B TO RULE 2 - Deductibles

Unless otherwise agreed between the Owner and the Managers as part of the terms upon which the ship is entered in the Association, the Owner's recovery from the Association shall be subject to the following deductibles:

i. Crew illness and related expenses

Claims under Section 3 of this Rule relating to illness of crew shall be limited to the excess of US\$2,000 in any one port each time the ship calls at that port, unless claims at two or more ports arise out of the same illness in which case the deductible will only be applied once to the aggregate of those claims.

ii Cargo claims and cargo's proportion of general average

Claims under Sections 17 and 19 of this Rule shall be limited to the excess of US\$5,000 each single voyage, the deductible being applied to the aggregate of the claims under Sections 17 and 19 on that voyage.

iii Fines

Claims under Section 22 of the Rule shall be limited to the excess of US\$2,000 any one event in the case of fines for pollution and each port (each time the ship calls at that port) in the case of all other fines.

RULE 3

SPECIAL COVER

- A Subject to the Act, the Managers may accept entries of ships on terms which afford cover to an Owner against any special or additional risks not set out in Rule 2. The nature and extent of the risks and the terms of the cover shall be as agreed in writing between the Owners and the Managers.
- B Notwithstanding Rule 1(5), an Owner may be insured on the special term that the risks insured may arise otherwise than in respect of the entered ship or otherwise than in connection with the operation of the entered ship provided always that this shall have been expressly agreed in writing between the Owners and the Managers.
- C Without prejudice to the generality of Rule 13C, the Managers may reinsure in whole or in part the risk or risks of the Association insured under this Rule 3, or under Rule 4, and where such reinsurance is arranged the Owner shall be entitled to recover only the net amount actually recovered

規則 2 之附錄 B - 自負額

除船東與協會經理人另有約定並作為船舶加入本協會條件之一外，船東向本協會求償之金額，應適用下列自負額：

i. 船員生病及相關費用

有關本規則第 3 節船員生病之求償，限於每次船舶抵達某港口時每一港口超過 2,000 美元之數額，然對於二個或二個以上港口發生相同疾病之求償，所有求償總額僅需適用一次自負額。

ii. 貨物求償及貨物之共同海損分擔

有關本規則第 17 節及第 19 節之求償，限於每單一航次超過 5,000 美元之數額，該自負額適用於在該航次有關第 17 節及第 19 節全數求償之總額。

iii. 罰款

有關本規則第 22 節之求償，污染罰款限於任一事件超過 2,000 美元之數額；其他罰款限於每一港口（每次船舶抵達該港口時）超過 2,000 美元之數額。

規則 3

特別保險

- A 依海商人互保(台灣)協會 1993 年合併暨修正法，協會經理人得提供船東規則 2 所未規定之任何特別或額外風險之承保，並以該承保條件接受船舶之入會。該風險之性質及範圍，以及承保之條件，應由船東與協會經理人以書面合意訂之。
- B 不論規則 1 第 5 項之規定如何，於船東與協會經理人業已明示書面合意下，船東得就非關入會船舶或非關入會船舶營運之風險獲保。
- C 於不損及規則 13.C 之一般原則下，協會經理人得將本協會於本規則 3 及規則 4 所承保之風險之全部或一部予以再保險，且如有安排該再保險時，船東僅有權請求依該再保險

under such reinsurance arrangements, together with that portion (if any) of the risk or risks retained by the Association.

安排可實際請求之淨額，以及本協會所自留風險之全部或一部(如有)。

RULE 4

SPECIAL COVER FOR CHARTERERS. SPECIALIST OPERATIONS AND PASSENGER SHIPS

Without prejudice to the generality of Rule 3, an Owner may be insured against such of the risks set out below as may be appropriate to his interest in an entered ship or to his operations as an Owner, but only by special agreement in writing with the Managers and upon such terms and conditions as the Managers may require.

規則 4

租傭船人、專業營運人及客輪之特別承保

在不損及規則 3 之一般原則並已與協會經理人書面特別協議並依照協會經理人所要求之條款及條件下，船東得就其對於入會船舶之權益或以船東身分營運所生之下列風險獲保。

SECTION 1 - Charterers

Where the entry of a ship the Association is in the name of or on behalf of a charterer, the following liabilities, losses, costs and expenses may be covered on such terms and conditions as may be agreed by the Managers in writing

- A Liability of the charterer, together with costs and expenses incidental thereto, to indemnify the owner or disponent owner of the entered ship in respect of the risks set out in Rule 2.
- B Notwithstanding the provisions of sub-paragraphs (i), (ii) and (iii) of Rule 5(G) the charterer's liability, together with costs and expenses incidental thereto, for loss of or damage to the entered ship.
- C Notwithstanding the provisions of sub-paragraph (ii) of Rule 5(G) the loss incurred by the charterer as a result of loss of or damage to bunkers, fuel or other property of the charterer onboard the entered ship.

第 1 節 - 租傭船人

船舶係以租傭船人或代表其名義加入本協會時，得依協會經理人書面同意之條件或條款承保下述責任、損失及費用：

- A 補償入會船舶之船東或分船東有關規則 2 所列風險之租傭船人責任及附帶之成本及費用。
- B 不論規則 5 第 G 項 i、ii 及 iii 款之規定為何，租傭船人對於入會船舶滅失或毀損之責任及附帶之成本及費用。
- C 不論規則 5 第 G 項第 ii 款之規定為何，租傭船人因其於入會船舶上之燃油、油料或其他財產滅失或毀損所受之損失。

SECTION 2 - Specialist Operations

An Owner may be insured against any of the liabilities, fines, losses, costs or expenses which arise out of or during any of those operations in respect of which cover is excluded or restricted either under Rule 5(H) or otherwise under these Rules upon such terms and conditions as may be expressly agreed in writing between the Owner and the Managers.

第 2 節 - 專業營運人

依船東與協會經理人明示書面合意之條件及條款，得承保船東因規則 5 第 H 項或其他規則所除外或限制承保之營運或於該營運期間所生之任何責任、罰款、損失、成本或費用。

Note: The terms and conditions which the Managers will normally require to be agreed in respect of the risks referred to in this section are set out in a separate document, available from the Managers, entitled "Standard Terms and Conditions of Cover under Rule 4 section 2".

附註：有關本節風險，協會經理人通常會要求同意之條件及條款規定於一名為“規則 4 第 2 節之標準承保條件條款”之文件，該文件得向協會經理人處取得。

SECTION 3 - Passenger Ships

The Owner of a passenger ship may be insured against any of the following risks upon such terms and conditions as may be agreed by the Managers in writing:

- A Liability for loss of or damage to the effects of any passenger or personal injury, illness or death of any passenger and hospital, medical or funeral expenses incurred in connection therewith to the extent that such liability, costs or expenses are not recoverable under Section 1 (C) of Rule 2.
- B Notwithstanding the provisions of sub-paragraph (vi) of Rule 5(G) liability to pay damages or compensation to passengers intended to be carried on board an entered ship arising as a consequence of a casualty to that ship, including the costs of travel and maintenance.
- C Liability to pay damages or compensation to passengers for breach of contract or warranty in respect of failure to provide facilities on board or in connection with a voyage on board an entered ship in accordance with the Owner's legal obligations.

RULE 5

Conditions, Exceptions and Limitations

A. PAYMENT FIRST BY THE OWNER

Unless the Directors in their discretion otherwise decide, it is a condition precedent of an Owner's right to recover from the funds of the Association in respect of any liabilities, costs or expenses that he shall first have discharged or paid the same out of funds belonging to him unconditionally and not by way of loan or otherwise.

B. LIMITATION OF THE ASSOCIATION'S LIABILITY

i General

Subject to these Rules and to any special terms and conditions upon which a ship may be entered, the Association insures the liability of the Owner respect of an entered ship as this liability may be determined and fixed by law including any laws pertaining to limitation of liability. The Association shall in no circumstances be liable for any sum in excess of such legal liability. If less than the full tonnage of a ship is entered in the Association, the Owner shall, unless the entry of the ship has been accepted on special terms which otherwise provide, be entitled only to recover such proportion of his claim as the entered tonnage bears to the full tonnage. Such proportion shall, if the Owner's claim is subject to any other limits under these Rules, be applied after the application of such limits.

ii Oil Pollution

第 3 節 - 客輪

依船東與協會經理人明示書面合意之條件及條款，得承保客輪船東下述風險：

- A 任何旅客行李之毀損滅失，或任何旅客之受傷、患病或死亡之責任及所生之任何住院、醫療或喪葬費用，但僅限於無法依規則 2 第 1 節 C 項請求之責任、成本或費用之範圍。
- B 不論規則 5 第 G 項 vi 款規定為何，因入會船舶發生事故，而須對原擬由入會船舶載運之乘客支付損害賠償或補償，包括旅行及生活費用在內之責任。
- C 因違反未能於入會船舶船上或與該航程有關而於船上提供相關設備有關之契約或擔保，而依船東法定義務應向旅客支付損害賠償或補償之責任。

規則 5

條件、除外及限制

A. 船東需先支付賠款

除董事會以其裁量另有決定外，船東有權向協會基金請求補償有關任何責任、成本或費用之先決條件為-船東必須已先卸除責任或業已以其自有款項而非經由借款或其他來源無條件地支付該賠款。

B. 本協會責任之限制

i. 通則

於適用本協會規章及船舶據以入會之任何特別條件或條款情況下，本協會所承保船東對於入會船舶之責任，係依法(包括任何有關責任限制之法律)所確定或判定之責任。本協會在任何情況下均不負責超過該法定責任之任何額度。若船舶未以全部噸數入會，除該船舶係以特別條款入會並另有約定外，船東僅能按其入會噸數佔全部噸數之比例向本協會請求補償。如船東之求償應適用本規章之任何其他限額，該比例部分應於適用該其他限額後，始適用之。

ii. 油污染

For the purpose of this sub-paragraph and the provisos thereto, and without prejudice to anything elsewhere contained in these Rules, a "claim in respect of oil pollution", shall mean a liability, cost, loss or expense, howsoever incurred, in respect of or relating to an escape or discharge of oil or any threat or consequence of such escape or discharge, but excluding liability for loss of or damage to such oil.

Unless otherwise limited to a lesser sum, the Association's liability for any and all claims in respect of oil pollution shall be limited to such sum or sums as the Directors may from time to time determine. Such limit shall, unless the Directors otherwise decide, apply in respect of any one entered ship each event and shall apply irrespective of whether the event involves the escape or threatened escape of oil from one or more than one ship and to all claims in respect of oil pollution brought by the Owner or Joint Owners of the entered ship whether under one Section or more than one Section of Rule 2. If the aggregate of such claims exceeds that limit, the liability of the Association for each claim shall be limited to such proportion of that limit as such claim bears to the aggregate of all such claims.

PROVIDED ALWAYS that:

- a Where the entered ship provides salvage or other assistance to another ship following a casualty, a claim by the Owner of the entered ship in respect of oil pollution arising out of the salvage, the assistance or the casualty shall be aggregated with any liabilities or costs incurred in respect of oil pollution by any other ship similarly engaged in connection with the same casualty when such other ships are insured for oil pollution risks by the Association or by any other insurer which participates in the Pooling Agreement and/or the Group Excess Reinsurance Policies. In these circumstances the limit of the Association's liability shall be such proportion of the limit determined by the Directors pursuant to sub-paragraph (ii) of this Rule 5(B) as the claim of the Owner bears to the aggregate of the said claims.
- b Where a ship entered in the Association by or on behalf of any person (except a charterer other than a demise or bareboat charterer) is also separately insured in the name of or on behalf of the same or any other such person by the Association or by any other insurer which is a party to the Pooling Agreement for claims in respect of oil pollution, the aggregate recovery in respect of all such claims arising out of any one event shall not exceed the limit determined by the Directors pursuant to sub-paragraph (ii) of this Rule 5(B) and the liability of the Association to each such person insured by the Association shall be limited to such proportion of that limit as the maximum claim otherwise recoverable by such person from the Association bears to the aggregate of all such claims otherwise recoverable from the Association and from all such insurers.
- c If and to the extent that the Owner has, in relation to any claim in respect of oil pollution, other insurance not being solely in excess of the limit determined by the Directors pursuant to this sub-paragraph (ii) of Rule 5(B) nor being a quota share

為本款及本款但書之目的，在不影響協會規章其他規定之情形下，所稱“有關油污染之求償”係指有關或關於油料之洩漏或排放或有洩漏或排放之虞及其影響，無論原因為何所致生之任何責任、成本、費用或損失，但不包括該油料本身減失或毀損之責任。除另有較低額度之限制外，本協會對於油污染之任何求償責任，應僅限於董事會現時決定之數額。除董事會另有決定外，該限額適用於任一入會船舶之每一事件，且適用於入會船舶之船東或共同船東依規則 2 任一節或以上之規定，不論該事件是否涉及一艘或以上船舶之洩漏油料或有洩漏之虞所提出有關油污染之一切求償。若這些求償總額超過該限額時，本協會對任一求償之責任，僅限於該限額按該求償佔全部求償額度之比例計算所得之額度。

但書：

- a 如入會船舶於事故後對他船提供救助或其他協助，入會船舶之船東就該救助、協助或事故所生之油污染求償，應與該事故從事同類行為，而由本協會或參加攤賠協定(Pooling Agreement)及/或集團超額再保單(Group Excess Reinsurance Policies)之其他保險人所承保油污染風險之其他船舶所生之油污染責任或費用合併計算。此時本協會之責任限額為董事會依本規則 5 第 B 項 ii 款所決定之限額按船東之求償額佔合併計算之總求償額之比例計算所得之數額。
- b 船舶係以某人(光船租船人或空船租船人以外之租傭船人除外)或代表其加入本協會，且該船復另以相同之人或任何其他他人之名義向本協會或參加攤賠協定之其他保險人投保油污染責任險者，每一事件之所有油污染求償之總求償額度，不得超過董事會依本規則 5 第 B 項 ii 款所決定之限額，且本協會對於其所承保上述每一人之責任，以該限額按該人得向本協會求償之最高額度佔所有油污染求償得向本協會及其他保險人求償之總金額之比例計算所得之數額為限。
- c 船東對於油污染之任何求償如有投保其它保險，而該保險並非完全針對超出董事會依規則 5 第 B 項 ii 款決定之限額，亦非事先與本協會書

arrangement agreed in advance with the Association in writing, then (1) the amount of the said limit shall, as applied to such claim, be reduced by the amount of the stated limit of such other insurance and (2) the Association shall not pay such claim to the extent that it does not exceed the stated limit of such other insurance.

Note: For the 2007 policy year, the Directors have determined that the sums to which the Association's liability for any and all claims in respect of oil pollution shall be limited are:

US\$1000 million each event in respect of each ship entered by or on behalf of an Owner not being a charterer other than a demise or bareboat charterer, or a combined single limit of US\$350 million (for oil pollution and other risks) each event in respect of each ship entered separately by or on behalf of a charterer (other than a demise or bareboat charterer), or by more than one such charterer as Joint Owners.

iii Passenger/ Seaman

For the purpose of this sub-paragraph and the provisos thereto, and without prejudice to anything elsewhere contained in the Rules, a "Passenger" shall mean a person carried onboard a ship under a contract of carriage or who, with the consent of the carrier, is accompanying a vehicle or live animals covered by a contract for the carriage of goods and a "Seaman" shall mean any other person onboard a ship who is not a Passenger.

Unless otherwise limited to a lesser sum, the Association's aggregate liability for any and all claims arising out of any one event shall not exceed (1) in respect of liability to Passengers US\$2,000 million; and (2) in respect of liability to Passengers and Seamen US\$3,000 million, for each ship entered by or on behalf of an Owner not being a charterer other than a demise or bareboat charterer.

PROVIDED ALWAYS that:

Where a ship entered in the Association by or on behalf of any person (except a charterer other than a demise or bareboat charterer) is also separately insured in the name of or on behalf of the same or any other such person by the Association or by any other insurer which is a party to the Pooling Agreement

- a. the aggregate of claims in respect of liability to Passengers recoverable from the Association and/or such other insurers shall not exceed US\$2,000 million any one event and the liability of the Association shall be limited to such proportion of that sum as the claims recoverable by such persons from the Association bears to the aggregate of all such claims otherwise recoverable from the Association and all such insurers;
- b. the aggregate of all claims in respect of liability to Passengers and Seamen recoverable from the Association and/or such other insurers shall not exceed US\$3,000 million any one event and the liability of the Association shall be limited:
 - i. where claims in respect of liability to Passengers have been limited to US\$2,000 million in accordance with

面合意之比例分攤安排者，則(1)原適用於油污染求償之限額，將減去該其他保險所定之限額，且(2)本協會對於未超過該其他保險所定限額之求償，不予補償。

附註：在 2007 保險年度，董事會已決定本協會對於油污之任何及所有補償之責任限額為：

以非租傭船人(光船租船人或空船租船人除外)之船東之名或代表其入會之任一船舶，每次事件為美元 10 億元；或以租傭船人(光船租船人或空船租船人除外)或超過一位租傭船人而以共同船東身份之名或代表其各自入會之任一船舶，其每次事件之複合單一限額為美金 3.5 億元(油污及其他風險)。

iii 旅客/船員

為本款及其但書之目的，且不損及本規章其他規定之情況下，稱「旅客」者，指依運送契約或經運送人同意而於船上所搭載之人，及有貨物運送契約為證之該旅客所附帶之車輛或有生命動物；稱「船員」者，指船上非旅客之任何其他人士。

除另有更低限額之規定外，本協會有關任一事件所生之任何及所有求償之總責任不應超過船東或代表船東入會(非租傭船人入會，但光船租船或空船租船除外)之每一入會船舶(1)旅客責任 20 億美元；及(2)旅客及船員責任 30 億美元。

但書：

船舶係以某人(光船租船人或空船租船人以外之租傭船人除外)或代表其加入本協會，且該船復另以相同之人或任何其他人士之名義向本協會或參加攤賠協定之其他保險人投保者：

- a 得向本協會及或其他保險人有關旅客責任之求償總額不得超過每一事件 20 億美元，且本協會責任亦僅限於該人得向本協會求償之最高額度佔所有該求償得向本協會及其他保險人求償之總金額之比例計算所得之數額；
- b 得向本協會及或其他保險人有關旅客及船員責任之求償總額不得超過每一事件 30 億美元，且本協會責任亦僅限於：
 - i. 有關旅客求償已依但書(a)款限制於 20 億美元時，就該人有關船員責任可求償之剩餘 10 億美元部

proviso (a) to such proportion of the balance of US\$1,000 million as the claims recoverable by such persons in respect of liability to Seamen bear to the aggregate of all such claims otherwise recoverable from the Association and all such insurers; and

- ii. in all other cases, to such proportion of US\$3,000 million as the claims recoverable by such persons in respect of liability to Passengers and Seamen bear to the aggregate of all such claims otherwise recoverable from the Association and all such insurers.

C. SET-OFF

Without prejudice to anything elsewhere contained in these Rules the Association shall be entitled to set off any amount due from an Owner against any amount due to such Owner from the Association.

D. EXCLUSION OF SUMS INSURABLE UNDER HULL POLICIES

Unless and to the extent that the Directors in their discretion otherwise decide, or the Managers agree in writing as a term of entry, the Association shall not indemnify the Owner of an entered ship against any liabilities, costs or expenses against which that Owner would have been insured if at the time of the incident giving rise to those liabilities, costs or expenses the ship had been fully insured for its proper value under Hull Policies on terms equivalent to those of the Lloyd's Marine Policy MAR form 1/1/82 with the Institute Time Clauses Hulls 1/1 0/83 attached. For the purposes of these Rules "proper value" shall mean the market value of the ship, without commitment, at the date of the incident referred to above.

Note: When considering the proper value for which an entered ship should be insured or deemed to be insured for the purposes of claims under Rule 2 sections 10 and 20, the Directors will require to be satisfied that the hull and/or excess liability policies of the Member concerned have been the subject of periodic review as market conditions may require, so that the total amount of liability coverage contained in those policies is maintained at levels approximating to the market value of the ship without commitment. Members are recommended to consult their brokers and/or shipvaluers to assess periodically in the light of the above, the proper amount for which insurances should be effected to cover against collision and general average or salvage liabilities. Provided the necessary insurances are placed on the basis of the advice received, the Directors will give every consideration to a claim if, as may transpire, the values and amounts upon which the insurances have been placed are lower than the values which may have been assessed by a Court or Tribunal for general average or salvage purposes.

E. EXCLUSION OF WAR RISKS

The Association shall not indemnify an Owner against any liabilities, costs or expenses (irrespective of whether a contributory cause of the same being incurred was any neglect

分，仍以所有該求償得向本協會及其他保險人求償之總金額之比例計算之；且

- ii. 於所有其他情況，有關該人可求償之旅客及船員責任 30 億美元部分，以所有該求償得向本協會及其他保險人求償之總金額之比例計算之。

C. 抵銷

在不影響協會規章其他規定下，本協會得將船東積欠本協會之款項與本協會積欠該船東之款項互相抵銷。

D. 得由船體保單承保之金額除外

除董事會另有決定且就其決定之範圍，或協會經理人以書面同意其為入會條件外，於發生任何責任、成本或費用之事故當時，入會船舶應已以適當價值全額投保相當於 1/1/82 勞氏海上保單 MAR 格式(附加 1/10/83 協會船體定時保單條款)之船體保單可獲保之責任、成本或費用，本協會不予補償。為本協會規章之目的，所稱“適當價值”係指船舶於前述事故當時之自由市場價格。

附註：為規則 2 第 10 節及第 20 節求償而須考量入會船舶是否已投保或視為已投保適當價值時，董事會得要求並被滿足：會員對於相關船體及/或超額責任保單已定期審查其所需之市場狀況，俾確保這些保單所承保之責任總額，維持在近乎於該船舶自由市場價格之水準。建議會員應與經紀人及/或船舶估價師定期估算前述數值，該適當數值會影響保險所承保之碰撞及共同海損或救助責任。若已依該估價值而投保必要之保險，而該保險價值及金額低於法院或法庭為共同海損或救助目的所估算之價值時，董事會仍會考慮予以補償。

E. 戰爭風險之除外

本協會不補償船東因下述事由造成之滅失、毀損、傷、病、死亡或其他事故之任何責任、成本或費用(不論船

on the part of the Owner or on the part of the Owner's servants or agents) when the loss or damage, injury, illness or death or other accident in respect of which such liability arises or cost or expense is incurred, was caused by:

- i. War, civil war, revolution, rebellion, insurrection or civil strife arising therefrom, or any hostile act by or against a belligerent power,
- ii. Capture, seizure, arrest, restraint or detainment (barratry and piracy excepted) and the consequences thereof or any attempt thereat,
- iii. Mines, torpedoes, bombs, rockets, shells, explosives or other similar weapons of war (save for those liabilities, costs or expenses which arise solely by reason of the transport of any such weapons whether on board the entered ship or not), provided always that this exclusion shall not apply to the use of such weapons either as a result of government order or with the written agreement of the Directors or the Managers where the reason for such use is the avoidance or mitigation of liabilities, costs or expenses which would otherwise fall within the cover given by the Association.

PROVIDED ALWAYS that

- a. In the event of any dispute as to whether or not an act constitutes an act of terrorism, the decision of the Directors shall be final.
- b. The exclusions in this paragraph (E) shall not apply to liabilities, costs or expenses of an Owner insofar only as they are discharged by the Association on behalf of the Owner pursuant to a demand made under
 - i. a guarantee or other undertaking given by the Association to the Federal Maritime Commission under Section 2 of US Public Law 89-777, or
 - ii. a certificate issued by the Association in compliance with Article VII of the International Conventions on Civil Liability for Oil Pollution Damage 1969 or 1992 or any amendments thereof, or
 - iii. an undertaking given by the Association to the International Oil Pollution Compensation Fund 1992 in connection with the Small Tanker Oil Pollution Indemnification Agreement 2006 (STOPIA 2006), to the extent that such liabilities, costs and expenses are not recovered by the Owner under any other policy of insurance or extension to the cover provided by the Association, and
- c. where any such guarantee, undertaking or certificate is provided by the Association on behalf of the Owner as guarantor or otherwise, the Owner agrees that any payment by the Association thereunder in discharge of the said liabilities, costs and expenses shall, to the extent of any amount recovered under any other policy of insurance or extension to the cover provided by the Association, be deemed to be by way of loan and that there shall be assigned to the Association all the rights of the Owner under any other insurance and against any third party.
- d. The Directors may resolve that special cover be provided to the Owners against any or all of the risks set out in Rule 2 notwithstanding that those liabilities, costs or expenses

東或其受雇人、代理人對於該責任或費用事故之發生是否與有過失)：

- i. 戰爭、內戰、革命、叛亂、暴動或因此發生之內亂、交戰國之敵對行為或對交戰國之敵對行為；
- ii. 捕獲、扣押、假扣押、拘禁或拘留(詐欺或海盜行為除外)及其後果或任何企圖威脅；
- iii. 地雷、魚雷、炸彈、火箭、砲彈、爆裂物或其他類似之戰爭武器(純因運送該武器，不論是否由入會船舶所載運，所生之責任或費用除外)，然該武器之使用係基於政府命令之結果，或使用該武器之理由係為避免或減輕本協會所承保之責任、成本或費用並經董事會或協會經理人書面同意者，不在此限。

但書：

- a. 某行為是否構成一恐怖活動行為之任何爭議，由董事會作最後之認定。
- b. 本第 E 款之除外規定不適用於船東於下列情況下所需，由本協會代表船東所解除之責任、成本或費用：
 - i. 本協會依美國公眾法 89-777 號第 2 節提供給聯邦海事局之保證或其他擔保，或
 - ii. 本協會依據 1969 年或 1992 年油污染損害民事責任公約或其任何修訂之第七條規定，所簽發之證明，或
 - iii. 有關 2006 年小型油輪油污補償協定(STOPIA)，就本協會所提供，船東無法依任何其他保單或本協會所提供之擴大承保而為求償之責任、成本及費用範圍下，本協會出具給 1992 年國際油污補償基金之保證，及
- c. 本協會代表船東所出具，作為保證人或類似之人之任何保證、擔保或證明，船東謹此同意，本協會為該責任、成本及費用所支付之任何款項，其中如有任何額度得自任何其他保單或本協會所提供之擴大承保支應者，就此部分應視為向本協會為借款，船東並應將其得對該其他保險人或任何第三人主張之權利讓與本協會。
- d. 不論某責任、成本或費用是否為本 E 項所除外不保，董事會均得經決議，提供船東規則 2 所載之任何或

would otherwise be excluded by this paragraph (E) and that such special cover should be limited to such sum or sums and be subject to such terms and conditions as the Directors may from time to time determine.

F. EXCLUSION OF NUCLEAR RISKS

The Association shall not indemnify an Owner against any liabilities, losses, costs or expenses (irrespective of whether a contributory cause of the same being incurred was any neglect on the part of the Owner or on the part of the Owner's servants or agents) when the loss or damage, injury, illness or death or other accident in respect of which such liability arises or cost or expense is incurred, was directly or indirectly caused by or contributed to by or arising from:

- i. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- ii. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- iii. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- iv. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter

PROVIDED ALWAYS that: -

- a this exclusion shall not apply to liabilities, losses, costs or expenses arising out of the carriage of "excepted matter" as cargo on an entered ship. For this purpose "excepted matter" consists of certain radio isotopes, used in or intended to be used for any industrial, commercial, agricultural, medical or scientific purpose and such further exceptions as the Directors may approve within the scope of the definition of "excepted matter" contained in the Nuclear Installations Act 1965 of the Merchant Marine and any regulations made thereunder
- b The Directors may resolve that special cover be provided to the Owners against any or all of the risks set out in Rule 2 notwithstanding that those liabilities, losses, costs, or expenses would otherwise be excluded by this paragraph (F) and that such special cover should be limited to such sum or sums and be subject to such terms and conditions as the Directors may determine.

G. EXCLUSION OF DAMAGE TO ENTERED SHIP, LOSS OF HIRE, ETC

Subject to paragraph (F) of Section 22 and to Section 24 of Rule 2, the Association shall not, except as otherwise provided in this paragraph, pay for:

- i. Loss of or damage to the entered ship or any part thereof;
- ii. Loss of or damage to any equipment on board the entered ship or to any containers, lashings, stores or fuel thereon, to the extent that the same are owned or leased by the Owner or by any company associated with or under the

全部風險之特別保險，惟該特別保險應限於董事會現時決定之數額、條件及條款。

F 核子風險之除外

本協會不補償船東因下列事由直接或間接所致或所生之任何責任、損失、成本或費用(無論事由分擔原因為船東方面或船東之受雇人或代理人方面之任何過失所生)，就該所致生之責任或所生成本或費用有關之損失或損害、受傷、患病或死亡或其他意外：

- i. 來自任何核子燃料或任何核子廢料或核子燃料灰燼之離子輻射或輻射污染
- ii. 來自任何核子設備、反應爐、或其他核子裝備或其內之核子成分之輻射、毒性、爆炸性或其它危險或污染物件
- iii. 使用原子或核子分裂及或融合或其他類似反應、放射能或物質之任何武器或裝置
- iv. 輻射、毒性、爆炸性或其它危險或任何輻射物質之污染物件。

但書：

- a 本除外條款不適用於入會船舶船上載運"除外物質"貨物所致之責任、損失或費用。所稱之"除外物質"貨物，包括使用於或擬使用於任何工業、商業、農業、醫學或科學目的之某些放射性同位素，以及董事會依英國一九六五年核子設施法或依該法所制訂之任何規則所定義之"除外物質"範圍下所核可之其他除外貨物。
- b 不論某責任、成本或費用是否為本 F 項所除外不保，董事會均得經決議，提供船東規則2所載之任何或全部風險之特別保險，惟該特別保險應限於董事會現時決定之數額、條件及條款。

G. 入會船舶損壞、租金損失等之除外

於適用規則 2 第 22 節第 F 項及第 24 節之情況下，除本項另有規定外，本協會不補償：

- i. 入會船舶或其任何部分之毀損或滅失；
- ii. 入會船舶上之任何設備或任何貨櫃、繫固物、備用品或燃油之毀損或滅失，然僅限於其為船東或與船東聯合之公司或與

same management as the Owner;

- iii. The cost of repairs to the entered ship or any charges or expenses in connection therewith;
- iv. Claims by or against the Owner relating to loss of freight or hire of an entered ship or any proportion thereof unless such loss of freight or hire forms part of a claim recoverable from the Owner for liabilities in respect of cargo or is, with the consent of the Managers, included in the settlement of such a claim;
- v. Salvage or services in the nature of salvage and any costs and expenses in connection therewith;
- vi. Loss arising out of cancellation of a charter or other engagement of an entered ship;
- vii. Loss arising out of irrecoverable debts or out of the insolvency of any person, including insolvency of agents;
- viii. Claims by or against the Owner relating to demurrage on, detention of or delay to an entered ship unless such demurrage, detention or delay forms part of a claim recoverable from the Owner for liabilities in respect of cargo within the scope of these Rules or is, with the consent of the Managers, included in the settlement of such a claim.

PROVIDED ALWAYS that

The foregoing exceptions shall not apply to claims under the following Sections of Rule 2

Section 9 Life Salvage.

Section 19 Unrecoverable general average contributions.

Section 20 Ship's proportion of general average.

Section 21 special compensation to Salvors.

Section 25 Sue and labour and legal costs.

Section 26 Expenses incurred by direction of the Association.

H. EXCLUSION OF CERTAIN LIABILITIES, COSTS AND EXPENSES OF SALVAGE SHIPS, DRILLING SHIPS, DREDGERS AND OTHERS

Unless and to the extent that special cover shall have been agreed between the Owner and the Managers in accordance with the provisions of Rules 3 or 4, the Association shall not be liable for any claim relating to liabilities, costs and expenses incurred by the Owner of:

- i. An entered ship which is a salvage tug or firefighting ship or other ship used or intended to be used for salvage or firefighting operations, when the claim arises out of any salvage or firefighting service or attempted salvage or firefighting service;
- ii. An entered ship which is used for or in connection with drilling or oil or gas production operations, when the claim arises out of or during those operations;
- iii. An entered ship which is used for the operations of dredging, blasting, piledriving, well-stimulation, laying, maintaining or removing cables or pipes, core sampling, depositing of spoil, professional oil spill response or professional oil spill response training and tank cleaning

船東相同經理人之公司所有或所租用之範圍；

- iii. 入會船舶之修理費用及其他相關開支或費用；
- iv. 船東所提出或向船東提出有關入會船舶全部或一部運費或租金損失之求償，然該運費或租金損失係得向船東求償之貨物責任之一部或包括在協會經理人所同意之貨物責任和解額度中者，不在此限；
- v. 救助或具救助本質之服務及與其有關之任何成本及費用；
- vi. 因入會船舶之傭租或其他營運約定之解約所致生之損失；
- vii. 因債務無法獲償或任何人破產(包括代理人破產)所致生之損失；
- viii. 船東所提出或向船東提出有關入會船舶之延滯、留置或遲延之求償，然該延滯、留置或遲延係得向船東求償之貨物責任之一部或包括在協會經理人所同意之貨物責任和解額度中者，不在此限。

但書：

上述除外規定不適用於規則 2 下列各節規定所提出之求償：

第 9 節 人命救助

第 19 節 不能求償之共同海損分擔

第 20 節 船舶之共同海損分擔

第 21 節 救助人之特別補償金

第 25 節 損害防阻費用及法律費用

第 26 節 因本協會指示而生之費用

H. 救助船、鑽探船、挖泥船及其他船舶某些責任、成本及費用之除外

除船東與協會經理人已依規則 3 或規則 4 之規定同意特別承保且就該特別承保之範圍外，本協會不補償下列船舶之船東所生責任、成本及費用有關之任何求償：

- i. 入會船舶為救助拖船或滅火船或其他用於或擬用於救助或滅火作業之船舶時，因救助或滅火或企圖救助或滅火所生之求償；
- ii. 入會船舶係用於或有關鑽探、石油或瓦斯生產作業之船舶時，因該作業或於作業中所生之求償；
- iii. 入會船舶係用於疏浚、爆破、打樁、掘井、安放、維護或移除電纜或管路、岩心取樣、挖掘物儲放、專業溢油應變或專業溢油應變訓練及油槽清洗(針對入會船舶者除外)、或其他專

(otherwise than on the entered ship), or other specialist operations, when the claim arises out of those operations;

- iv. An entered ship which is used for waste disposal or incineration operations, when the claim arises out of those operations;
- v. An entered ship which is used for or in connection with the operations of submarines or underwater vessels or equipment, or an entered ship which is used for or in connection with professional or commercial diving operations, when the claim arises out of those operations;
- vi. An entered ship which is moored (otherwise than on a temporary basis) and is open to the public as a hotel, restaurant, bar or other place of entertainment, when the claim is in respect of hotel or restaurant guests or other visitors or catering crew of such ship;
- vii. An entered ship which is used as an accommodation vessel, when the claim is in respect of personnel (other than marine crew) on board such ship employed otherwise than by the Owner, where there has not been a contractual allocation of risks as between the Owner and the employer of the personnel which has been approved by the Managers;
- viii. An entered ship which is a semi-submersible heavy lift vessel or which is designed exclusively for the carriage of heavy lift cargo, when the claim is in respect of loss of or damage to or wreck removal of cargo, save where the cargo is carried under a contract on HeavyCon terms or any other terms approved in writing by the Managers.

I. DOUBLE INSURANCE

The Association shall not, unless and to the extent that the Directors in their discretion otherwise decide, be liable for any liabilities, costs or expenses recoverable under any other insurance or which would have been so recoverable:

- i. apart from any terms in such other insurance excluding or limiting liability on the ground of double insurance, and
- ii. if the ship had not been entered in the Association with cover against the risks set out in these Rules.

J. CONTRABAND, BLOCKADE RUNNING, UNLAWFUL TRADE, IMPRUDENT OR HAZARDOUS OPERATIONS

No claim shall be recoverable from the Association if it arises out of or is consequent upon an entered ship carrying contraband, blockade running or being employed in an unlawful trade or if the Directors, having regard to all the circumstances, shall be of the opinion that the carriage, trade or voyage was imprudent, unsafe, unduly hazardous or improper.

K. CLASSIFICATION AND STATUTORY REQUIREMENTS

Unless otherwise agreed in writing between the Owner and the Managers, the following conditions are terms of the insurance

業作業時，因該作業所生之求償；

- iv. 入會船舶係用於廢棄物處理或焚化作業時，因該作業所生之求償；
- v. 入會船舶係用於潛水艇、水下船舶或設備或相關作業，或入會船舶係用於專業或商業潛水或相關作業時，因該作業所生之求償；
- vi. 入會船舶係停泊(非臨時性的)並開放給公眾，作為旅館、餐廳、酒吧或其他娛樂場所之用時，有關旅館或餐廳賓客或其他訪客或該船餐飲服務人員之求償；
- vii. 入會船舶係作為住宿船舶之用，而船東與該人員之僱用人間並無協會經理人所核可之風險分擔約定時，有關該船上非船東所僱用人員(航海船員除外)之求償。
- viii. 入會船舶為一半潛浮式起重船或其為專用於運載起重貨物設計者，有關貨物毀損滅失或貨物殘骸移除之求償，然貨物之運載係依照 HEAVYCON 條款或任何已為協會經理人書面認可之其他條款者除外。

I. 複保險

除董事會另有決定且就所決定之範圍外，本協會不負責可從任何其他保險獲償之責任、成本或費用，或於下列情形本得求償之責任、成本或費用：

- i. 該其他保險並無以複保險為由排除或限制責任之條款；且
- ii. 該船未曾加入本協會，投保協會規章所列之風險。

J. 違禁品、突破封鎖、非法交易、輕率或危險之營運

入會船舶載運違禁品、突破封鎖或被用於非法交易或董事會於考量所有情況後，認為其運送、交易或航程是輕率、不安全、非常危險或不適當所生或所致之求償，不得向本協會請求補償。

K. 船級及法定要求

除船東與協會經理人另有書面合意外，下述事項為每一入會船舶之保險

of every entered ship

- i. The ship must be and remain throughout the period of entry classed with a Classification Society approved by the Managers, and
- ii. Any incident or condition in respect of which that Classification Society might make recommendations as to repairs or other action to be taken by the Owner must be promptly reported to that Classification Society.
- iii. The Owner must comply with all the Rules, recommendations and requirements of the Classification Society relating to the entered ship within the time or times specified by the Society.
- iv. The Owner authorises the Managers to inspect any information, relating to the maintenance of class of the entered ship, in the possession of any Classification Society with which that ship is or at any time has been classed, and will where necessary authorise such Classification Society or Societies to disclose and make available that information to the Managers upon request by the Managers and for whatsoever purposes the Managers may consider necessary.
- v. The Owner must immediately inform the Managers if, at any time during the period of entry, the Classification Society with which the ship is classed is changed and advise the Managers of all outstanding recommendations, requirements or restrictions specified by any Classification Society relating to that ship as at the date of such change.
- vi. The Owner must comply with all statutory requirements of the state of the ship's flag relating to the construction, adaptation, condition, fitment, equipment and manning of the entered ship and must at all times maintain the validity of such statutory certificates as are issued by or on behalf of the state of the ship's flag in relation to such requirements and in relation to the International Safety Management (ISM) Code and the International Ship and Port Facility Security (ISPS) Code.

Unless and to the extent that the Directors otherwise decide, an Owner shall not be entitled to any recovery from the Association in respect of any claim arising during a period when that Owner is not fulfilling or has not fulfilled those conditions.

PROVIDED ALWAYS that:

where the entry of a ship is solely in the name of or on behalf of a charterer other than a demise or bareboat charterer the rights of recovery of such charterer shall not be dependent on the fulfillment of conditions (ii), (iii), (iv), (v), or (vi) of this paragraph (K).

L. RULES SUBJECT TO MARINE INSURANCE ACT

These Rules and all contracts of insurance made by the Association shall be subject to and incorporate the provisions of the Marine insurance Act, 1906, of the Merchant Marine and any statutory modifications thereof except insofar as such Act or modifications may have been excluded by these Rules or by any term of such contracts.

M. OBLIGATION TO SUE AND LABOUR

條件：

- i. 該船必須於整個入會期間，於協會經理人核可之船級協會內維持其船級；且
- ii. 當有該船級協會可能會建議船東進行修理或採取其他措施之意外或狀況發生時，應立即向該船級協會報告。
- iii. 船東必須於船級協會所指定之某時間或數時間內，遵守船級協會關於入會船舶之所有規則、建議及要求。
- iv. 船東授權協會經理人檢查入會船舶所入級之船級協會所擁有有關該船目前或以前維持船級之資料，且於必要時，一經協會經理人要求且協會經理人無論為何目的認為有必要時，船東應授權船級協會出示及提供該資料予協會經理人。
- v. 船舶於入會期間，船舶所入級之船級協會有所變更時，船東應立即通知協會經理人，並將變更時船級協會針對該船所作之一切未結建議、要求或限制，告知協會經理人。
- vi. 船東應遵守船籍國有關入會船舶建造、改裝、船況、配備、設施及人員配置之所有法定要求，並於任何時間維持船籍國或其代理人所簽發有關該要求及國際安全管理法規(ISM Code)及國際船舶及港口設施保安規則(ISPS)法定證書之有效性。

除董事會另有決定且就其所決定之範圍外，船東未履行或未曾履行上述條件之期間內所生之求償，無權向本協會提出補償請求。

但書：

當船舶純以租僱船人名義或代租僱船人(非光船租船人或空船租船人)入會時，該租僱船人求償權利無須履行本K項 ii、iii、iv、v 或 vi 款條件。

L. 協會規章適用海上保險法

本協會之規章及所有保險契約應適用並併入英國 1906 年海上保險法及其任何法律修訂，惟該法或修訂為協會規章或保險契約所除外者，不在此限。

M. 損害防阻之義務

Upon the occurrence of any casualty, event or matter liable to give rise to a claim by an Owner upon the Association, it shall be the duty of the Owner and his agents to take and to continue to take all such steps as may be reasonable for the purpose of averting or minimizing any expense or liability in respect whereof he may be insured by the Association.

In the event that an Owner commits any breach of this obligation, the Directors may in their discretion reject any claim by the Owner against the Association arising out of the casualty, event or matter, or reduce the sum payable by the Association in respect thereof by such amount as they may determine.

N. OBLIGATIONS WITH REGARD TO CLAIMS

- i. An Owner must promptly notify the Managers of every casualty, event or claim upon him which is liable to give rise to a claim upon the Association, and of every event or matter which is liable to cause the Owner to incur liabilities, costs or expenses for which he may be insured by the Association.
- ii. An Owner must promptly notify the Managers of every survey or opportunity for survey in connection with a matter referred to under (i).
- iii. An Owner must at all times promptly notify the Managers of any information, documents or reports in his or his agents' possession, power or knowledge relevant to such casualty, event or matter as is referred to under (i) and shall further whenever so requested by the Managers, promptly produce to the Association and/or allow the Association or its agents to inspect, copy or photograph, all relevant documents of whatsoever nature in his or his agents' possession or power and shall further permit the Association or its agents to interview any servant, agent or other person who may have been employed by the Owner at the material time or at any time thereafter or whom the Association may consider likely to have any direct or indirect knowledge of the matter or who may have been under a duty at any time to report to the Owner in connection therewith.
- iv. An Owner shall not settle or admit liability for any claim for which he may be insured by the Association without prior written consent of the Managers.

In the event that an Owner commits any breach of his obligations referred to in (i) to (iv) above, the Directors may in their discretion reject any claim by the Owner against the Association arising out of the casualty, event or matter, or reduce the sum payable by the Association in respect thereof by such amount as they may determine.

O. TIME BAR

In the event that:

- i. an Owner fails to notify the Managers of any casualty, event or claim referred to in paragraph (N) (i) of this Rule within one year after he has knowledge thereof, or
- ii. an Owner fails to submit a claim to the Managers for reimbursement of any liabilities, costs or expenses within

船東一旦發生得向本協會請求補償之事故、事件或情事時，船東及其代理人有義務採取並繼續採取一切合理措施，以避免其於本協會所獲保之任何費用或責任之發生。

船東若有違反此義務，董事會有權決定拒絕船東就該事故、事件或情事向本協會所提出之任何補償請求，或減少本協會就該補償請求應付款項至董事會所決定之數額。

N. 有關求償之義務

- i. 船東一旦發生得向本協會請求補償之任何事故、事件或求償時，以及發生可能使船東產生其於本協會所獲保之責任、成本或費用之任何事件或情事時，應迅速通知協會經理人。
- ii. 有關第 i 款事件之任何調查或調查機會，船東應迅速通知協會經理人。
- iii. 船東應隨時將其自身或其代理人所持有、控管或知悉與第 i 款所述事故、事件或情事相關之資料、文件或報告，迅速通知協會經理人；並一經協會經理人要求，應迅速向本協會提供及/或允許本協會或其代理人檢閱、複製或複印其自身或其代理人所持有或控管之一切相關文件；船東並應允許本協會或其代理人訪談於事發當時或之後或本協會認為可能直接或間接知悉該事件或就該事件有義務向船東報告之受僱於船東之任何受雇人、代理人或其他人。

- iv. 未經協會經理人書面同意，船東不得對其於本協會獲保之所有求償為任何和解或責任之承認。

若船東違反前述 i 至 iv 款之義務，董事會有權決定拒絕船東就該事故、事件或情事向本協會所提出之任何補償請求，或以董事會所決定之數額，減少本協會就該求償應付款項。

O. 時效屆滿

如：

- i. 船東未於知悉本規則第 N 項 i 款所述任何事故、事件或求償後一年內通知協會經理人；或
- ii. 船東未於卸免或解決責任或費用後一年內向協會經理人請求補償

one year after discharging or settling the same, the Owner's claim against the Association shall be discharged and the Association shall be under no further liability in respect thereof unless the Directors in their discretion shall otherwise determine.

P. RECOVERIES

Unless otherwise agreed in writing by the Managers, where the Association has paid a claim to or on behalf of an Owner the whole of any recovery from a third party in respect of that claim shall be credited and paid to the Association up to an amount corresponding with the sum paid by the Association together with any interest element on that sum comprised in the recovery, provided however that where, because of a deductible in his terms of entry, the Owner has contributed to settlement of the claim, any such interest element shall be apportioned between the Owner and the Association taking into account the payments made by each and the dates on which those payments were made.

Q. SURVEYS OF SHIPS

The Managers at any time in their discretion may appoint a surveyor or such other person as they may think fit to inspect an entered ship on behalf of the Association. The Owner (i) shall afford such facilities as may be required for such inspection, and (ii) shall comply with such recommendations as the Managers may make following such inspection.

Unless and to the extent that the Directors in their discretion otherwise decide, an Owner who commits any breach of his obligations referred to in (i) to (ii) above shall not be entitled, in relation to any casualty, event or matter occurring during the period of the breach, to any recovery from the Association in respect of any claim arising out of such casualty, event or matter.

Notwithstanding the above and in addition thereto, the Directors may, in the light of such inspection or in the event of any breach of the obligations referred to in (i) to (ii) above, terminate the Owner's entry forthwith whereupon the Owner shall cease to be insured in respect of the entered ship.

R. SURVEYS OF SHIPS AFTER LAY-UP

- i. if an entered ship has been laid-up for a period of six months or more, whether the ship has been entered in the Association for all or part of the period of lay-up and whether or not laid-up returns have been claimed or paid in accordance with Rule 27, the Owner shall give the Managers notice that the ship is to be recommissioned not less than seven days before the ship leaves the place of lay-up.
- ii. Upon receipt of such notice the Managers in their discretion may appoint a surveyor or such other person as they may think fit to inspect the ship on behalf of the Association and the Owner shall afford such facilities as may be required for such inspection.

者；
則除董事會另有決定外，船東得向本協會之補償請求均應解除，且本協會亦不承負任何額外責任。

P. 追償

除協會經理人另有書面同意外，如本協會已支付補償予船東或已代船東支付求償，該求償自第三人處追償所得中，同等於本協會前已支付之數額加上該數額於追償款項之相對利息之全部數額應貸付予本協會，惟船東因入會約定自負額而擔付該求償賠款時，任何利息應按船東與本協會各所賠付之數額及時間比例分配之。

Q 船舶之檢驗

協會經理人得隨時指定檢定師或其認為合適之人，代表本協會檢驗入會船舶。船東應(i)提供該檢驗可能所需之便利，及(ii)遵從協會經理人於檢驗後所為之建議。

除董事會另有決定且就其所決定之範圍外，船東違反前開(i)及(ii)所述義務者，有關違反義務期間所發生之任何事故、事件或情事，船東無權向本協會提出該事故、事件或情事所生求償之補償請求。

無論前述規定為何，基於是項檢查或有違反前述第(i)及(ii)款義務者，董事會得立即終止船東入會，而船東之入會船舶應被中止承保。

R. 停航後船舶之檢驗

- i. 若入會船舶已停航六個月或以上，不論該船是否於全部或部分停航期間曾加入本協會，亦不論是否已依規則27請求或支付停航退費，船東應於該船離開停航地至少七天以前，將該船擬復營運情事通知協會經理人。
- ii. 協會經理人於收到該通知後，得指定檢定師或其認為適當之人，代表本協會檢驗該船，船東應提供該檢驗可能所需之便利。

iii. The Owner shall comply with such recommendations as the Managers may make following such inspection.

Unless and to the extent that the Directors in their discretion otherwise decide, an Owner who commits any breach of his obligations referred to in (i) to (iii) above shall not be entitled, in relation to any casualty, event or matter occurring during the period of the breach, to any recovery from the Association in respect of any claim arising out of such casualty, event or matter. A breach of the obligation in (i) above shall be deemed to have ended at such time as the Owner has complied with his obligations referred to in (ii) above.

Notwithstanding the above and in addition thereto, the Directors may, in the light of such inspection or in the event of any breach of the obligations referred to in (ii) to (iii) above, terminate the Owner's entry forthwith whereupon the Owner shall cease to be insured in respect of the entered ship.

S. ELECTRONIC COMMUNICATION

The Association's logs and records of any electronic communication sent or received by the Association shall, in the absence of manifest error, be conclusive evidence of such communication and of its despatch or receipt.

T. INTEREST

In no case shall interest be paid upon sums due from the Association.

RULE 6

OWNERS AND SUCCESSORS BOUND BY RULES

- A All contracts of insurance effected by the Association shall, save and insofar as they contain any special terms inconsistent herewith, be deemed to incorporate and shall incorporate all the provisions of these Rules.
- B An Owner or other person (including an insurer to be reinsured under Rule 13) by whom or on whose behalf an application is made for insurance or reinsurance by the Association shall be deemed to have agreed not only on his own behalf but also on behalf of his successors and each of them that both he and they will in every respect be subject to and bound by the provisions of these Rules and by any contract of insurance with the Association.

RULE 7

APPLICATIONS FOR INSURANCE

- A Any applicant Owner who desires to enter a ship for insurance in the Association shall make application for such entry in

iii. 船東應遵從協會經理人於檢驗後所為之建議。

除董事會另有決定且就其所決定之範圍外，違反前開 i 至 iii 款所述義務之船東，董事會有權決定拒絕船東就該事故、事件或情事向本協會所提出之任何求償。於船東已履行其於上述 ii 款之義務時，上述 i 款義務之違反視為已經終止。

無論前述規定為何，基於是項檢查或有違反前述第(i)及(ii)款義務者，董事會得立即終止船東入會，而船東之入會船舶應被中止承保。

S. 電子通訊

本協會所發送或接收之任何電子通訊上之本協會標誌及紀錄，如無錯誤訊息顯示，應視為該通訊及其發送或接收之絕對證據。

T. 利息

到期應支付給本協會之款項不支付利息。

規則 6

船東及其繼受人應受協會規則之拘束

- A 除與協會規章有不一致之特別約定外，協會規章之所有規定應視為且應併入本協會所承保之所有保險契約。
- B 船東或其他人(包括得依規則 13 再保之保險人)或其代理人向本協會為保險或再保險申請者，應視為已代表本人及代表其繼受人同意，且其任何一人在各方面均願受協會規章及與本協會所訂保險契約之規範及拘束。

規則 7

保險申請

- A 欲將其船舶加入本協會保險之船東，應依協會經理人要求之格式提

such form as may from time to time be required by the Managers.

- B The particulars given by an applicant Owner in any application form together with any other particulars or information given in the course of applying for insurance or negotiating changes in the terms of insurance to the Managers of the Association shall, if the entry of the relevant ship be accepted, be deemed to form the basis of the contract of insurance between the Owner and the Association and it shall be a condition precedent of such insurance that all such particulars and information were true so far as the Owner knew or could with reasonable diligence have ascertained.
- C The Managers shall be entitled, in their discretion and without assigning any reason, to refuse any application for the entry of a ship for insurance in the Association whether or not the applicant Owner of such ship is a Member.

RULE 8

PREMIUM RATING

Before an application is accepted for the entry of a ship on the terms (as set out in Rule 1 (6)) that the Owner is to pay Calls (including Mutual Premiums, Supplementary Premiums, or Overspill Calls) to the Association ("Call Entries"), the applicant Owner and the Managers shall agree the premium rating of the ship concerned. In deciding upon the premium rating of any ship the Managers may take into account all matters which they may consider relevant including (without prejudice to the generality of the foregoing) the degree of risk estimated to be involved in the proposed insurance.

RULE 9

FIXED PREMIUMS

- A Before an application is accepted for the entry of a ship on the terms (as set out in Rule 1 (7)) that the Owner is liable to pay a fixed premium to the Association ("Fixed Premium Entries"), the applicant Owner and the Managers shall agree the amount of the premium and the time or times at which it is payable.
- B Every Owner by whom or on whose behalf an application is made for the entry of a ship as a Fixed Premium Entry shall, if his application is accepted, be bound to pay and shall pay to the Association such sums as shall have been agreed with the Managers and at such time or times as the Managers shall have specified.

RULE 10

JOINT ENTRIES

- A if a ship shall be entered in the names of or on behalf of more

出申請。

- B 一旦接受船舶入會，船東申請人於申請表格上所載之明細，以及船東於保險申請或保險條款變更協商過程中提供給本協會經理人之任何其他明細或資料，應視為構成船東與本協會間保險契約之基礎；且該所有明細或資料為船東已知或其以合理注意即可確定為真實者，為本保險成立之先決條件。
- C 不論船東申請人是否已為會員，協會經理人得以其裁量且不附任何理由地拒絕其船舶加入本協會保險之申請。

規則 8

保險費率

以船東應支付本協會攤付金("攤付金入會")(包括互助保費、追加保費或溢額攤付金)為條件[依規則 1 第 6 項之規定]而接受船舶入會申請前，船東申請人應與協會經理人議定該船之保費費率。在決定任何船舶之保費費率時，協會經理人得斟酌一切相關事項，包括(在不影響前述之一般性原則下)該保險可能涉及之預估風險程度。

規則 9

固定保費

- A 以船東應支付本協會固定保費("固定保費入會")為條件[依規則 1 第 7 項之規定]而接受船舶入會申請前，船東申請人與協會經理人應議定該船之保費數額及應繳納之時限。
- B 船東或代表其申請以固定保費為船舶入會並被接受時，船東應於協會經理人所指定之時間內，將已與協會經理人議定之保費數額，支付予本協會。

規則 10

共同入會

- A 若船舶係以或代表超過一人以上之

persons than one (hereinafter referred to as "Joint Owners") the terms upon which each Joint Owner shall be entitled to recover losses from the Association and upon which the Association shall be entitled to recover Calls or Fixed Premiums from the Joint Owners shall be such as may be agreed in writing between the Joint Owners and the Managers.

- B Unless otherwise agreed in writing by the Managers all Joint Owners shall be jointly and severally liable to pay all contributions or other sums due to the Association in respect of such entry, and the receipt by any one of such persons for any sums payable by the Association in respect of such entry shall be a sufficient discharge of the Association for the same.
- C Failure by any Joint Owner to disclose material information within his knowledge shall be deemed to have been failure of all the Joint Owners.
- D Conduct of any Joint Owner which would have entitled the Association to decline to indemnify him shall be deemed the conduct of all the Joint Owners.
- E Unless the Managers have otherwise agreed in writing, the contents of any communication from or on behalf of the Association to any Joint Owner shall be deemed to be within the knowledge of all the Joint Owners, and any communication from any Joint Owner to the Association, the Managers or their agents shall be deemed to have been made with the full approval and authority of all the Joint Owners.

RULE 11

GROUP AFFILIATE COVER

- A The Managers may accept the entry of any ship upon terms that within the limits and upon the conditions set out in paragraphs (B) and (C) of this Rule, the benefit of the cover afforded by the Association to the Owner in respect of that ship shall be extended to persons or companies affiliated or associated with that Owner. The rights and obligations as between the Association and any such persons or companies (both referred to hereafter in this Rule as Group Affiliates) shall, subject always to paragraphs (B) and (C) of this Rule, be such as may be agreed between the Owner and the Managers.
- B The benefit of the cover extended to Group Affiliates in accordance with paragraph (A) of this Rule shall be limited to reimbursement of claims relating to liabilities, costs or expenses incurred by them to the extent that the Owner (i) would have incurred the same liabilities, costs and expenses if the same claims had been pursued against him and (ii) would thereafter have been entitled to obtain reimbursement from the Association in accordance with the terms of entry of the ship in the Association.

名義入會時(以下稱"共同船東"),每一共同船東得向本協會請求損失補償之條件,以及本協會得向共同船東請求攤付金或固定保費之條件,應由共同船東與協會經理人以書面議定之。

- B 除協會經理人另有相反之書面約定外,共同船東對於其入會應給付予本協會之一切攤付款或其他款項負連帶清償之責,且任一共同船東受領本協會就其入會所支付之任何款項時,本協會就該支付之責任即告全部解除。
- C 任一共同船東不告知其所知悉之重要事項,視為所有共同船東未盡告知義務。
- D 任一共同船東行為使本協會得以拒絕補償該船東者,該行為視為所有共同船東之行為。
- E 除協會經理人另以書面同意外,由或代本協會發給任一共同船東之通知事項,視為所有共同船東均已知悉,而由任一共同船東發給本協會、協會經理人或其代理人之通知,視為均業獲所有共同船東同意及授權。

規則 11

集團企業承保

- A 協會經理人得接受依本規則第 B 及 C 項所規定之限制及條件之船舶入會,本協會對該船舶之船東所提供承保之利益,應及於與該船東有附屬或聯合關係之人或公司。本協會與該人或公司(本規則以下以集團企業簡稱之)間之權利及義務,除適用本規則第 B 及 C 項外,應由船東與協會經理人議定之。
- B 依本規則第 A 項擴及集團企業之承保利益,應限於該集團企業所生於下列範圍有關之責任、成本或費用之補償請求:(i)如該責任、成本或費用向船東提出,亦會發生同樣責任、成本及費用;及(ii)船東得因此依其船舶入會約定,請求本協會補償該責任或費用者。

C The total liability of the Association in respect of any one event to the Owner and to all Group Affiliates to whom the benefit of that Owner's cover has been extended in accordance with this Rule shall not exceed such sum as would have been recoverable from the Association in respect of such event by that Owner, and the receipt by any one of the Owner and any such Group Affiliates of that sum or of separate payments by the Association amounting in aggregate to that sum shall be a full and sufficient discharge of the Association's liability.

RULE 12

CERTIFICATE OF ENTRY AND ENDORSEMENT SLIP

- A As soon as reasonably practical after accepting an application for the entry of a ship for insurance in the Association and at the commencement of each subsequent policy year during which such entry continues, the Managers shall issue to the Owner of such ship a Certificate of Entry in such form as may from time to time be prescribed by the Managers but so that such Certificate of Entry shall state the date of the commencement of the period of insurance and the terms and conditions on which the vessel has been accepted for insurance.
- B If at any time or from time to time the Managers and the Owner of any ship entered for insurance shall agree to vary the terms relating to the entered ship, the Managers shall, as soon as reasonably practical thereafter, issue to the Owner of such ship an Endorsement Slip stating the terms of such variation and the date from which such variation is to be effective.
- C Every Certificate of Entry and every Endorsement Slip issued as aforesaid shall be conclusive evidence and binding for all purposes as to the commencement of the period of insurance, as to the terms and conditions on which the ship has been entered for insurance, and as to the terms of any variation and the date from which such variation is to be effective; provided that in the event that any Certificate of Entry or any Endorsement Slip shall in the opinion of the Managers contain any error or omission the Managers may in their discretion issue a new Certificate of Entry or a new Endorsement Slip which shall be conclusive evidence and binding as aforesaid.

RULE 13

REINSURANCE

- A Subject to the Act and save insofar as expressly prohibited by these Rules, the Managers may enter into contracts of

C 對於船東及依本規則享有船東承保利益所及之所有集團企業，本協會就每一事件之全部責任，不應超過該船東就該事件得向本協會求償之數額，且船東及任一集團企業自本協會受領該數額或為分別付款之總額時，本協會之責任即告全部解除。

規則 12

入會證明及批單

- A 在接受船舶入會保險之申請後，及於該入會繼續而於任一後續保險年度開始時，協會經理人應儘速於合理時間內，以協會經理人當時所使用載明之格式，簽發入會證明給該船船東。該入會證明應記載保險期間之始日，及承保該船舶所接受之條件及條款。
- B 如協會經理人與入會船舶船東於任何時間協議變更有關入會船舶之條件時，協會經理人應儘速於合理時間內，將載有變更條件及其生效日期之批單簽發給該船船東。
- C 前述任一入會證明及批單為一終局證據並對保險期間始日、船舶入會承保之條件條款、以及任何條件變更及其生效日期等方面具拘束之效力；但協會經理人認為入會證明或批單有任何錯誤或遺漏時，協會經理人得簽發新的入會證明或批單，而該新的入會證明或批單亦應為終局證據，並生拘束力。

規則 13

再保險

- A 於適用海商人互保(台灣)協會 1993 年合併暨修正法且除協會規章有明

reinsurance on behalf of the Association whereby the Association agrees to reinsure the risks arising in connection with any one or more ships insured by another Association or insurer or else agrees to reinsure the whole or any part or proportion of the insurance business of any other Association or insurer. The consideration payable to the Association and the terms and conditions on which the reinsurance is accepted by the Association shall be such as are agreed between the Managers and such other Association or insurer. Save where otherwise agreed in writing the other Association or insurer shall be in every respect subject to and bound by the provisions of these Rules and his contract with the Association shall for all purposes take effect as though he were the Owner of any ship or ships in connection with which the relevant risks may arise and had as Owner entered the ship or ships in the Association for insurance.

- B The Association may continue to be a party to the Pooling Agreement or to any other agreement of a similar nature or purpose.
- C The Managers shall have the right in their discretion to effect on behalf of the Association the reinsurance or ceding of any risks insured by the Association (including any risk which may fall on the Association by reason of a reinsurance or pooling agreement referred to in paragraphs (A) or (B) of this Rule) with such reinsurers and on such terms as the Managers shall consider appropriate.

RULE 14

MEMBERSHIP

- A If the Association accepts an application from an Owner who is not already a Member for a ship to be entered on terms that Calls are payable to the Association ("Call Entries"), then such Owner shall, as from the date of the acceptance of such entry, be and become a Member and his name shall be entered in the register of Members.
- B If the Association accepts an application from an Owner for a ship to be entered on terms that a fixed premium is payable to the Association ("Fixed Premium Entries"), the Managers may in their discretion decide either that the Owner is to be or that he is not to be a Member and they may accept the application on either basis.
- C Whenever the Association agrees to accept the reinsurance of any risks in accordance with Rule 13(A) the Managers may in their discretion decide that the insurer reinsured by the Association and/or the Owner insured by such insurer is to be a Member or that neither of them is to be a Member and they may accept the application on any such basis.
- D An Owner shall cease to be a Member if for any reason whatsoever the period of insurance shall have terminated in

文禁止者外，協會經理人得代表本協會簽訂再保險契約。依該再保險契約，本協會同意對其他協會或保險人所承保之任一船舶或數船舶所生有關之風險提供再保險，或同意對任何其他協會或保險人之保險業務全部或一部提供再保險。應支付給本協會之對價及本協會接受再保險之條件，應由協會經理人及該其他協會或保險人議定之。除另有書面約定外，該其他協會或保險人應在各方面受本協會規章之規範及拘束，且其與本協會之契約就如同其係發生有關風險之任一船舶或數船舶之船東並已將該船舶加入本協會承保般生其效力。

- B 本協會得繼續為攤賠協定或其他類似性質或目的協定之成員。
- C 協會經理人得代表本協會將本協會承保之風險[包括本協會依本規則第A或B項所述之再保險或攤賠協定而負擔之風險]，以協會經理人認為妥適之條件，向協會經理人認為適合之再保險人投保再保險或轉嫁該承保風險予該再保險人。

規則 14

會員資格

- A 當本協會接受某原非會員之船東以支付攤付金方式之船舶申請入會時("攤付金入會")，該船東自其入會被接受之日起成為會員，且其名字將被登錄於會員名冊上。
- B 若本協會接受某船東以支付固定保費方式之船舶申請入會時("固定保費入會")，協會經理人得決定該船東成為會員或不成為會員，協會經理人得以任一方式接受申請。
- C 當本協會同意依規則 13 第 A 項對任何風險提供再保險時，協會經理人得使向本協會為再保之保險人及/或向該保險人投保之船東，成為會員或均不成為會員，協會經理人得以任一方式接受申請。
- D 以船東名義加入協會之所有船舶於保險期間不論任何原因終止其保險

respect of all ships entered in the Associations in his name. Whenever the period of any reinsurance shall have terminated the insurer reinsured by the Association and the Owner insured by such insurer, if previously a Member, shall cease to be one.

RULE 15

ASSIGNMENT

- A No insurance given by the Association and no interest under these Rules or under any contract between the Association and any Owner may be assigned without the written consent of the Managers who shall have the right in their discretion to give or refuse such consent without stating any reason or to give such consent upon any such terms or conditions as they may think fit. Any purported assignment made without such consent or without there being due compliance with any such terms and conditions as the Managers may impose shall, unless the Managers in their discretion otherwise decide, be void and of no effect.
- B Whether or not the Managers shall expressly so stipulate as a condition for giving their consent to any assignment, the Association shall be entitled in settling any claim presented by the assignee to deduct or retain such amount as the Managers may then estimate to be sufficient to discharge any liabilities of the assignor to the Association, whether existing at the time of the assignment or having accrued or being likely to accrue thereafter.

RULE 16

PERIOD OF INSURANCE

- A Subject as otherwise provided in these Rules the insurance by the Association of a ship entered in the Association otherwise than for a fixed period shall commence at the time and date specified in the Certificate of Entry and shall continue until noon of the 20th February next ensuing and thereafter, unless terminated in accordance with these Rules, from policy year to policy year.
- B The insurance by the Association of each ship entered for insurance for a fixed period shall, subject as otherwise provided in these Rules, cease at the expiry of such fixed period.

RULE 17

VARIATION OF CONTRACT

- A The Directors may decide during the course of any policy year that for the next ensuing policy year the premium ratings

時，該船東應喪失其會員資格。再保險期間終止時，向本協會為再保之保險人及向該保險人投保之船東，若在此之前是會員，亦應喪失其會員資格。

規則 15

轉讓

- A 未經協會經理人書面同意，本協會提供之保險及協會規章或本協會與船東間之契約所生之利益均不得轉讓。協會經理人得不附任何理由地同意或不同意該轉讓，或以其認為合適之任何條件或條款同意該轉讓。除協會經理人另有決定外，未經同意或未遵守協會經理人所定條件及條款之轉讓，均屬無效。
- B 不論協會經理人是否曾明示將其作為同意轉讓之條件，本協會均有權於解決受讓人所提補償請求時，扣除或扣留協會經理人當時預估足以卸免讓與人應向本協會承負不論轉讓當時是否存在或於轉讓之後發生或可能發生之所有責任。

規則 16

保險期間

- A 除協會規章另有規定外，本協會對入會船舶提供之保險，若有固定期間外，應自入會證明上所載日時開始，並持續至翌年之 2 月 20 日中午，之後除依協會規章終止外，則自保險年度到保險年度。
- B 本協會對入會船舶所提供固定期間之保險，除協會規章另有規定外，於該固定期間屆滿時中止。

規則 17

契約之變更

- A 董事會於任一保險年度中，得決定本協會入會船舶於下一保險年度以

of the sharps entered in the Association shall generally be increased by a single fixed percentage. If before the 20th December in any year the Managers shall have given notice to an Owner of such a decision, then the period of insurance shall continue for the next policy year upon the terms that the premium rating of the entered ship has been varied by the percentage fixed by the Directors, and the terms of entry of the entered ship shall be deemed for all purposes to have been varied accordingly, unless:

- i. a further notice of variation is given pursuant to paragraph (C) of this Rule; or
- ii. a notice of termination is given pursuant to Rule 18; or
- iii. the period of insurance has previously terminated for some other reason.

A notice of the Directors' decision shall constitute an Endorsement Slip for the purposes of Rule 12.

B If before the end of any policy year these Rules shall have been altered in any respect which affects the terms and conditions of the contract of insurance between the Owner and the Association, then such alteration shall be binding upon the Owner and for all purposes take effect as from the commencement of the next ensuing policy year.

C If the Managers shall give a notice not later than noon on the 20th January in any policy year that for the next ensuing policy year they require the premium rating of an entered ship to be altered (otherwise than in accordance with paragraph (A) of this Rule) or that they require some other change to be made in the terms or conditions of entry, then the insurance for the entered ship for the next ensuing policy year shall continue upon such premium rating, terms or conditions as may be agreed between the Owner and the Managers before noon on the 20th February immediately following such notice and if by then no such agreement shall have been made the period of insurance shall thereupon terminate.

RULE 18

NOTICE OF TERMINATION

A The period of insurance of any ship entered in the Association (otherwise than for a fixed period) may be terminated in the following manner:

- i. The Directors in their discretion and without giving any reason may give a written notice of termination to any Owner not later than noon on the 20th January in any policy year.
- ii. An Owner in his discretion and without giving any reason may give a written notice of termination to the Association not later than noon on the 20th January in any policy year.

B If a notice shall have been given pursuant to paragraph (A) of this Rule the period of insurance shall terminate at noon on 20th February immediately following such notice. Save with

單一固定百分比增加之保費費率。若協會經理人於12月20日前將該決定通知船東，則下一保險年度入會船舶之保費費率即須隨董事會所訂定之百分比而變更，且入會船舶之入會條件應視為已經因此變更，除非：

- i. 依本規則第 C 項另發變更之通知；或
- ii. 依規則 18 發出終止之通知；或
- iii. 保險期間已因某種原因被終止。

有關董事會決定之通知，應構成規則 12 所稱之批單。

B 若協會規章於保險年度屆滿前有所變更並影響船東與本協會間保險契約之條件或條款者，則該變更拘束船東，且下一保險年度開始時亦生效力。

C 若協會經理人於保險年度1月20日中午以前，通知下一保險年度入會船舶之保費費率將有所變更[非依本規則第 A 項之變更]，或要求更動某些入會之條件條款者，則入會船舶於下一保險年度之保險應依船東與協會經理人於該通知後之2月20日中午以前所議定之保費費率或條件條款繼續有效；若無法於該時限內達成協議，則保險期間於該時限後終止。

規則 18

終止之通知

A 本協會入會船舶之保險期間(非固定期間者)，得依下列方式終止之：

- i. 董事會於一保險年度之1月20日中午之前，得不附理由，對船東發出終止之書面通知。
- ii. 船東於一保險年度之1月20日中午之前，得不附理由，對本協會發出終止之書面通知。

B 若通知已依本規則第 A 項發出，則保險期間於發出該通知後之2月20日中午終止。除協會經理人同意

the agreement of the Managers a ship may not be withdrawn from the Association nor may any notice of termination be given at any other time.

RULE 19

CALLS

- A The Owners who have entered ships for insurance in the Association in respect of any policy year (not being a policy year closed in accordance with Rule 25) otherwise than on terms that a fixed premium shall be payable in respect of such ship, shall provide by way of Calls to be levied from such Owners all funds which in the opinion of the Directors are required:
- i. To meet such of the general expenses of the Associations (or any of them) as the Directors may from time to time think fit to charge against the insurance business of the Association in respect of such policy year;
 - ii. To meet the claims, expenses and outgoings (whether incurred, accrued or anticipated) of the insurance business of the Associations (or any of them) in respect of such policy year (including, without prejudice to the generality of the foregoing, any such excess of the claims and other outgoings in respect of fixed premium entries over the premiums payable to the Associations (or any of them) in respect thereof as the Directors may charge to such policy year, and any proportion of any claims, expenses or outgoings of any insurer other than the Associations which has fallen or which may be thought likely to fall upon the Associations (or any of them) by virtue of any reinsurance or pooling agreement concluded between the Associations (or any of them) and such other insurer);
 - iii. For such transfers to the contingency account, catastrophe or other reserves of the Association (as referred to in Rule 24) and for subsequent application for the purposes of such reserves or otherwise as the Directors may think expedient;
 - iv. For such transfers as the Directors may think proper to meet any deficiency which has occurred or may be thought likely to occur in any closed policy year or years of the Associations (or any of them).
- B The said Calls shall be levied by means of Mutual Premium, Supplementary Premium and Overspill Calls in accordance with the provisions of Rules 20 to 22.

RULE 20

MUTUAL PREMIUM

- A Before each policy year commences the Directors shall decide the percentage which is to be applied to the premium ratings of all ships entered for that year (other than Fixed Premium Entries) in ascertaining the Mutual Premium

外，船舶不得於其他時間退出本協會，終止之通知亦不得於其他時間發出。

規則 19

攤付金

- A 除以繳納固定保費方式入會者外，將船舶加入本協會保險之船東，有關任一保險年度(非依規則 25 結束之保險年度)，應以繳納攤付金方式，向所有船東徵收董事會所決定之所有基金款項：
- i. 以支應董事會認為協會(或其中之一)於該保險年度為保險業務支出之一般費用；
 - ii. 以支應協會(或其中之一)於該保險年度之保險業務所應負擔之(不論是否已發生、產生或預期之)求償、費用及支出(於不影響前述一般性原則下，包括以固定保費入會之求償及支出超過其應付給協會(或其中之一)之保費，以致董事會使該保險年度負擔該超過部分；及依協會(或其中之一)與其他保險人簽訂之再保險契約或攤賠協定，其他保險人之求償、費用或支出應由或可能由協會(或其中之一)負擔之部分)；
 - iii. 董事會認為應撥做本協會之偶發事件帳目、巨災或其他準備金(規定於規則 24)，及以後申請撥做該準備金或其他用途之資金；
 - iv. 董事會認為應撥做彌補已結束協會(或其中之一)保險年度實際或預期赤字之資金。
- B 該攤付金應依規則 20 至 22 之規定，以互助保費、追加保費及溢額攤付金方式徵收之。

規則 20

互助保費

- A 於每一保險年度開始前，董事會應決定適用於該年度所有入會船舶之保費費率之某百分比(以固定保費入會者除外)，以確定該保險年度應付

payable in respect of that policy year. This decision may be made at the same time as a decision to increase the premium ratings of entered ships pursuant to Rule 17(A).

- B An Owner of a ship (other than a Fixed Premium Entry) which is entered for any policy year shall be bound to pay by way of Mutual Premium in respect of such policy year a sum ascertained by multiplying the percentage ordered by the Directors pursuant to paragraph (A) of this Rule by the premium rating of the ship (as agreed between the Owner and the Managers and/or as increased pursuant to Rule 17(A), as the case may be) by the entered tonnage of the ship in the Association.
- C If at any time before the final instalment of Mutual Premium in respect of a policy year has become payable it shall appear to the Directors unlikely that the whole of such Mutual Premium (together with any transfers from reserves and provisions made for the credit of or in respect of such policy year) is required for the purposed set out in Rule 19;
- the Directors may resolve to reduce the amount of Mutual Premium payable in respect of that policy year by declaring a Mutual Premium Discount, expressed as a percentage of the Mutual Premium or of any instalment thereof, and
 - the liability of the Owners under paragraph (B) of this Rule to pay Mutual Premium shall be reduced accordingly.

RULE 21

SUPPLEMENTARY PREMIUM

- A At any time or times during or after the end of each policy year (but not after such policy year has been closed) the Directors may decide to levy from the Owners of ships entered in respect of that year (other than Fixed Premium Entries) one or more Supplementary Premiums. The Directors may levy such a Premium either (i) by deciding upon a percentage of the net Mutual Premium or (ii) by deciding upon a percentage of the premium ratings of all ships entered for that year.
- B An Owner of a ship (other than a Fixed Premium Entry) entered for any policy year shall be bound to pay by way of Supplementary Premium a sum ascertained, in the case of (i) by multiplying the percentage ordered by the Directors by the net Mutual Premium paid or payable by him in respect of such policy year and, in the case of (ii) by multiplying the percentage ordered by the Directors by the premium rating of the entered ship by the entered tonnage of the ship in the Association.
- C The Directors, the Managers or their servants or agents may at any time seek to enable Owners to become aware of their financial commitment for the relevant policy year by indicating an estimate of the percentage at which it is hoped that any Supplementary Premium will be levied. If any such

之互助保費。該決定得於依規則 17 第 A 項決定增加入會船舶之保費費率時同時為之。

- B 在一保險年度將船舶入會之船東(固定保費入會者除外)應支付該保險年度之互助保費係以董事會依本規則第 A 項所訂定該船之保費費率[由船東與協會經理人同意及/或依規則 17 第 A 項增加之保費費率]之百分比，乘以該船於本協會之入會噸數計算所得之數額。
- C 於應支付該年度最後一期互助保費前之任何時間，董事會如認為互助保費總額(包括準備金及或有關該保險年度之債權準備等)無法滿足規則 19 規定時：
- 董事會得宣告互助保費折減(以互助保費或其任何分期款某百分比之方式)，決定降低有關該保險年度應支付之互助保費之數額，且
 - 船東依本規則(B)項支付互助保費之責任亦應比照降低。

規則 21

追加保費

- A 於一保險年度期間內或屆滿後(非該保險年度已結束後)，董事會得決定向該年度入會船舶之船東(固定保費入會者除外)，徵收一次或數次追加保費。董事會得以(i)決定淨互助保費之某百分比或(ii)決定該年度所有入會船舶之保費費率之某百分比方式，徵收該追加保費。
- B 船舶於保險年度入會之船東(固定保費入會者除外)應支付追加保費，該保費係以(i)董事會所訂定之某百分比乘以該船東於該保險年度已付或應付之淨互助保費，或(ii)董事會所訂定該入會船舶之保費費率之某百分比乘以該船於本協會之入會噸數計算所得之數額。
- C 為使船東知悉該保險年度之財務預算，董事會、協會經理人或其受雇人或代理人得預估可能會徵收或任何追加保費之某一百分比。即使該預估值已提供予船東，仍不應影響

estimate shall be given to any Owner it shall be without prejudice to the right of the Directors to levy Supplementary Premium and Overspill Calls for the relevant policy year in accordance with these Rules at a greater or lesser percentage than so indicated and neither the Association, the Directors, the Managers nor any of their servants or agents shall under any circumstances be under any liability in respect of any estimate so given or in respect of any error, omission or inaccuracy contained therein.

RULE 22

OVERSPILL CLAIMS, CALLS AND GUARANTEES

SECTION 1 – Introductory

- A All claims (other than claims arising in respect of oil pollution) incurred by the Association or by any other party to the Pooling Agreement under the entry of any one ship arising from any one event including any claim in respect of liability for the removal or non-removal of any wreck shall for the purpose of the definitions in these Rules of "Overspill Claim" and "Group Reinsurance Limit" be treated as if they were one claim.
- B Any reference to a claim incurred by the Association or by any other party to the Pooling Agreement shall be deemed to include the costs and expenses associated therewith.
- C That part (if any) of a claim (other than a claim in respect of oil pollution) incurred by the Association or by any other party to the Pooling Agreement under the terms of entry of a ship which exceeds or may exceed the Group Reinsurance Limit is referred to herein as an "Overspill Claim".

SECTION 2 – Recoverability of Overspill Claims

- A Without prejudice to any other applicable limit, any Overspill Claim incurred by the Association shall not be recoverable from the Association in excess of the aggregate of:
 - i. that part of the Overspill Claim which is eligible for pooling under the Pooling Agreement but which, under the terms of the Pooling Agreement, is to be borne by the Association; and
 - ii. the maximum amount that the Association is able to recover from the other parties to the Pooling Agreement as their contributions to the Overspill Claim.
- B The aggregate amount referred to in paragraph (A) of this Section shall be reduced to the extent that the Association can evidence:
 - i. that costs have been properly incurred by it in collecting or seeking to collect a Overspill Calls levied to provide funds to pay that part of the Overspill Claim referred to in sub-paragraph (A)(i) of this Section, or b the amount

董事會依協會規章以較預估百分比更高或更低之任一百分比徵收該保險年度之追加保費及溢額攤付金之權利，且本協會、董事會、協會經理人及其受雇人或代理人對於該項預估或其錯誤、遺漏或不正確，不負任何責任。

規則 22

溢額求償、攤付金及擔保

第 1 節 – 簡介

- A 為協會規章"溢額求償"及"集團再保限額"定義之目的，本協會或其他攤賠協定成員因任一入會船舶任一事件所生之所有求償(有關油污染所生求償除外)，包括任何殘骸移除或不移除責任有關之求償，均以一件求償案件處理。
- B 任何述及本協會或其他攤賠協定成員所生之求償，應視為包括與該求償相關之成本及費用。
- C 本協會或其他攤賠協定成員依船舶入會條款所生之求償(有關油污染所生求償除外)，超過或可能超過集團再保限額之部分(如有)，為本規則所指之"溢額求償"。

第 2 節 – 溢額求償之索償

- A 在不影響其他可適用之限責額度下，本協會所生之溢額求償超過下列總和者，不得向本協會求償：
 - i. 該溢額求償得依攤賠協定攤賠，但依攤賠協定約定，應由本協會負擔之部分；及
 - ii. 本協會得向攤賠協定其他成員求償其對溢額求償應分攤之最高金額。
- B 本節第 A 項所述之總和，應扣減下列經本協會證明之數額：
 - i. 本協會為收取或試圖收取下述款項合理所生之費用：a. 為提供資金支付本節第 A 項 i 款所述之溢額求償而徵收之溢額攤付金；或

referred to in sub-paragraph (A)(ii) of this Section; or

ii. that it is unable to collect an amount equal to that part of the Overspill Claim referred to in sub-paragraph (A)(i) of this Section which it had intended to pay out of the levy of Overspill Calls because any Overspill Calls so levied, or parts thereof, are not economically recoverable, provided that if, due to a change in circumstances, such amounts subsequently become economically recoverable, the aggregate amount referred to in paragraph (A) of this Section shall be reinstated to that extent.

C In evidencing the matters referred to in sub-paragraph (B)(ii) above the Association shall be required to show that:

i. it has levied Overspill Calls in respect of the Overspill Claim referred to in paragraph (A) of this Section on all Owners entered in the Association on the Overspill Claim Date in accordance with and in the maximum amounts permitted under Section 5 of this Rule 22; and

ii. it has levied those Overspill Calls in a timely manner, has not released or otherwise waived an Owner's obligation to pay those calls and has taken all reasonable steps to recover those calls.

SECTION 3 – Payment of Overspill Claims

A The funds required to pay any Overspill Claim incurred by the Association shall be provided:

i. from such sums as the Association is able to recover from the other parties to the Pooling Agreement as their contributions to the Overspill Claim, and

ii. from such sums as the Association is able to recover from any special insurance which may, in the discretion of the Association, have been effected to protect the Association against the risk of payments of Overspill Claims, and

iii. from such proportion of any sums standing to the credit of the Catastrophe Reserve of the Associations (or any of them) as the Directors in their discretion decide, and

iv. by levying one or more Overspill Calls in accordance with Section 5 of this Rule, irrespective of whether the Association has sought to recover or has recovered all or any of the sums referred to in sub-paragraph (ii) above but provided the Association shall first have made a determination in accordance with sub-paragraph (iii) above, and

v. from any interest accruing to the Association on any funds provided as aforesaid.

B The funds required to pay such proportion of any Overspill Claim incurred by any other party to the Pooling Agreement which the Association is liable to contribute under the terms of the Pooling Agreement shall be provided in the manner specified in sub-paragraphs (A)(ii) – (v) of this Section.

C To the extent that the Association intends to provide funds required to pay any Overspill Claim incurred by it in the manner specified in sub-paragraph (A)(iv) of this Section, the

b. 本節第 A 項 ii 款所述之金額。

ii. 由於擬用以支付本節第 A 項 i 款所述溢額求償之溢額攤付金全部或一部無法經濟地收取，以致本協會無法取得相當於該溢額求償數額之款項，但因情事變更而使溢額攤付金稍後能很經濟地收取，該額度應併入本節第 A 項所述之總和中。

C 為證明本節第 B 項 ii 款之事由，本協會應舉證證明：

i. 對於本節第 A 項所述之溢額求償，本協會已於溢額求償日，向本協會之全體入會船東，依規則 22 第 5 節徵收該節所允許徵收最高額度之溢額攤付金；且

ii. 本協會已及時徵收溢額攤付金且未解除或免除任一船東支付該攤付金之義務，並已採取一切合理措施收取該攤付金。

第 3 節 – 溢額求償之給付

A 本協會應負任何溢額求償之款項，應由下列各項支應之：

i. 本協會得向其他攤賠協定成員求償其對溢額求償應分攤之數額；

ii. 本協會得向本協會以其裁量為保護自身免於支付溢額求償風險所投保之任何特別保險可得請求保險給付之數額；

iii. 董事會以其裁量所決定之協會(或其中之一)任何巨災準備金額度；

iv. 依本規則第 5 節徵收之一次或數次溢額攤付金前(不論本協會是否曾請求或已受領前述第 ii 款之金額)，本協會應先作成前述第 iii 款之決定；及

v. 本協會由上述款項可取得之孳息。

B 本協會依攤賠協定之約定，而須負擔對其他攤賠協定成員溢額求償之分攤數額，應依本節第 A 項 ii 至 v 款所定方式提供之。

C 當本協會擬以本節第 A 項 iv 款所定方式提供款項支應其所應負擔之溢額求償時，本協會僅於取得該款項後，始能清償該溢額求償，惟本協

Association shall only be required to pay such Overspill Claim as and when such funds are received by it, provided that it can show from time to time that, in seeking to collect such funds, it has taken the steps referred to in paragraph (C) of Section 2 of this Rule 22.

會應證明其已依規則 22 第 2 節第 C 項所定方式收取該款項。

SECTION 4- Overspill Claims – Expert Determinations

第 4 節 – 溢額求償 – 專家裁決

- A Any issue, arising from the application to an Overspill Claim (the "relevant Overspill Claim") of paragraphs (B) or (C) of Section 2 of this Rule or paragraph (C) of Section 3 of this Rule, of whether
- i. costs have been properly incurred in collecting or seeking to collect funds to pay Overspill Claims, or
 - ii. any Overspill Claim or part thereof is economically recoverable, or
 - iii. in seeking to collect the funds referred to in Section 3(C),
- the Association has taken the steps referred to in that Section, on which the Association and the Owner cannot agree shall, notwithstanding Rule 40, be referred to a panel (the "Panel") constituted in accordance with arrangements established in the Pooling Agreement which, acting as a body of experts and not as an arbitration tribunal, shall determine the issue.
- B If the Panel has not been constituted at a time when the Owner wishes to refer an issue to it, the Association shall, on request by the Owner, give a direction for the constitution of the Panel as required under the Pooling Agreement.
- C The Association may (and, on the direction of the Owner, shall) give such direction as is required under the Pooling Agreement for the formal instruction of the Panel to investigate any issue and to give its determination as soon as reasonably practicable.
- D The Panel shall in its discretion decide what information, documents, evidence and submission it requires in order to determine an issue and how to obtain these, and the Association and the Owner shall co-operate fully with the Panel.
- E In determining any issue referred to it under this Section 4 the Panel shall endeavour to follow the same procedures as it follows in determining issues arising in respect of the relevant Overspill Claim which are referred to it under the Pooling Agreement.
- F In determining an issue the members of the Panel
- i. shall rely on their own knowledge and expertise, and
 - ii. may rely on any information documents evidence or submission provided to it by the Association or the Owner as the Panel sees fit.
- G If the three members of the Panel cannot agree on any matter, the view of the majority shall prevail.

- A 本規則第 2 節第 B 或 C 項或本規則第 3 節第 C 項申請溢額求償所生之下列任何爭議：
- i. 為清償溢額求償而收取或試圖收取款項所生費用是否合理發生；或
 - ii. 溢額攤付金之全部或一部是否得很經濟地收取；或
 - iii. 本協會是否已依第 3 節 C 項所定措施，收取該節所述之款項；
- 若本協會與船東對該爭議無法達成協議，無論規則 40 規定為何，該爭議應送交依攤賠協定所安排設立之小組，以專家身分而非仲裁法庭之方式裁決之。
- B 當船東擬將爭論送交裁決，而小組卻尚未設立時，本協會應於船東要求下，依攤賠協定指示設立所需之小組。
- C 本協會得(或於船東指示下，應)依攤賠協定，正式指示小組調查任何爭議及儘快作成裁決。
- D 小組應決定任一爭議裁決所需之資料、文件、證據及書狀及其取得，而本協會及船東應與小組充分合作。
- E 於進行第 4 節所提出爭議之裁決時，小組應遵循與依攤賠協定所提有關溢額求償爭議裁決程序相同之程序。
- F 小組成員於裁決任一爭議時：
- i. 應依照其知識及技術；及
 - ii. 得依照其認為適當之本協會或船東所提供之資料、文件、證據或書狀。
- G 若小組之三位成員對任何事項無法為一致之協議，採多數決意見。

- H The Panel shall not be required to give reasons for any determination.
- I The Panel's determination shall be final and binding upon the Association and the Owner (subject only to Paragraph J below) and there shall be no right of appeal from such determination.
- J If the Panel makes a determination on an issue referred to in sub-paragraphs (A)(ii) or (iii) of this Section 4 the Association or the Owner may refer the issue back to the Panel, notwithstanding paragraph (I) above, if it considers that the position has materially changed since the Panel made its determination.
- K The costs of the Panel shall be paid by the Association.
- L Costs, indemnities and other sums payable to the Panel by the Association in relation to any Overspill Claim, whether the reference to the Panel has been made under Section 4 of this Rule 22 or under the Pooling Agreement, shall be deemed to be costs properly incurred by the Association in respect of that Overspill Claim for the purposes specified in sub-paragraph (B)(i) of Section 2 of this Rule.
- H 小組無須為其裁決附上任何理由。
- I 小組之裁決係終局裁決並拘束本協會及船東(除下述第J項外)，且對該裁決無上訴之權。
- J 無論上述第 I 項規定為何，對於小組就第 4 節第 A 項 ii 或 iii 款之爭議所作成之裁決，若情況自小組作成裁決後已有重大變更，本協會或船東得將該爭議再送交小組裁決。
- K 小組之費用由本協會支付。
- L 於本規則第 2 節第 B 項 i 款所定目的下，本協會就任一溢額求償應支付給小組之費用、補償及其他款項，不論係依規則 22 第 4 節或攤協協定提付小組裁決，均應視為本協會就該溢額求償所生之合理費用。

SECTION 5 – Levying of Overspill Calls

- A If
- i. the Directors shall at any time determine that funds are or may in future be required to pay part of an Overspill Claim (whether incurred by the Association or by any other party to the Pooling Agreement); and
 - ii. the Directors shall have made a declaration under Rule 25(C)(i) or 25(C)(iii) that a Policy Year shall remain open for the purpose of levying an Overspill Call or Calls in respect of that Overspill Claim,
- the Directors in their discretion, at any time or times after such declaration has been made, may levy one or more Overspill Calls in respect of that Overspill Claim in accordance with paragraph (B) below.
- B The Directors shall levy any such Overspill Call
- i. on all Owners entered in the Association on the Overspill Claim Date in respect of ships entered by them at that time, notwithstanding the fact that, if the Overspill Claim Date shall be in a Policy Year in respect of which the Directors have made a declaration under Rule 25(C)(iii), any such ship may not have been entered in the Association at the time the relevant event occurred, and
 - ii. at such percentage of the Convention Limit of each such ship as the Directors in their discretion shall decide.
- C An Overspill Call shall not be levied in respect of any ship entered on the Overspill Claim Date with an overall limit of cover equal to or less than the Group Reinsurance Limit.

第 5 節 – 溢額攤付金之徵收

- A 若
- i. 董事會於任何時候認為現在或將來可能需要資金支付某溢額求償部分款項(不論該求償係本協會或其他攤協協定成員所生)；且
 - ii. 董事會已依規則 25 第 C 項 i 款或 25 第 C 項 iii 款聲明某一保險年度為該溢額求償徵收溢額攤付金之目的而將繼續開放，
- 則董事會得於該聲明後，依其裁量於任何時候依下述第 B 項規定就該溢額求償徵收一次或數次溢額攤付金。
- B 董事會應以下列方式徵收該溢額攤付金：
- i. 向所有於溢額求償日前加入本協會之所有船東就其當時已入會之船舶，而不論董事會於該溢額求償日所在之某保險年度已為規則 25 第 C 項 iii 款之聲明且該船於系爭事件發生當時可能尚未加入本協會；且
 - ii. 以董事會所決定之各船公約限額之某百分比徵收之。
- C 對已於溢額求償日入會之船舶，若其保險總額等於或少於集團再保限額，則不得向其徵收溢額攤付金。

D The Directors shall not levy on any Owner in respect of the entry of any one ship an Overspill Call or Calls in respect of any one Overspill Claim exceeding in the aggregate two and a half per cent (2.5%) of the Convention Limit of that ship.

D 董事會不得向船東徵收任一溢額求償超過該入會船舶之公約限額 2.5% 部分之溢額攤付金。

SECTION 6 – Security for Overspill Calls on Termination or Cesser

第 6 節 – (保險)終止或中止時溢額攤付金之擔保

A if
i. the Directors make a declaration in accordance with Rule 25(C)(i) or 25(C)(iii) that a Policy Year shall remain open for the purpose of levying an Overspill Call or Calls, and
ii. an Owner who is liable to pay any such Overspill Call or Calls as may be levied by the Directors in accordance with Section 5 of this Rule ceases or has ceased to be insured by the Association for any reason, or the Association determines that the insurance of any such Owner may cease

A 若
i. 董事會已依規則 25 第 C 項 i 款或規則 25 第 C 項 iii 款，聲明某一保險年度為該溢額求償徵收溢額攤付金之目的而將繼續開放；且
ii. 對於董事會依本規則第 5 節徵收之溢額攤付金應負給付責任之船東，無論任何理由地中止或已經中止本協會之承保，或本協會決定該船東之保險終止時，

the Managers may require such Owner to provide to the Association a guarantee or other security in respect of the Owner's estimated future liability for such Overspill Call or Calls, such guarantee or other security to be provided in such form and amount (the "guarantee amount") and by such date (the "due date") and upon such terms as the Managers in their discretion may deem to be appropriate in the circumstances.

協會經理人得要求該船東就將來所應支付溢額攤付金之預估金額提供保證或其他擔保予本協會。該保證或其他擔保，應依協會經理人視情況認為適當之方式、金額（“保證金額”）、日期（“到期日”）及條件提供之。

B Unless and until such guarantee or other security as is required by the Managers has been provided by the Owner, the Owner shall not be entitled to recovery from the Association of any claims whatsoever and whensoever arising in respect of any and all vessels entered in the Association by him or on his behalf for any Policy Year.

B 除船東已提供協會經理人所要求之保證或其他擔保外，船東就任一保險年度以其名義或代表其名義加入本協會之任何船舶無論何原因及何時所生之任何求償，均不得向本協會請求補償。

C If such guarantee or other security is not provided by the Owner to the Association by the due date, a sum equal to the guarantee amount shall be due and payable by the Owner to the Association on the due date, and shall be retained by the Association as a security deposit on such terms as the Managers in their discretion may deem to be appropriate in the circumstances.

C 若船東未於到期日提供保證或其他擔保予本協會，船東應於到期日支付相當於保證金額之款項予本協會，且本協會得依協會經理人認為適當之方式扣留該款項，作為擔保金之用。

D The provision of a guarantee or other security as required by the Association (including a payment in accordance with paragraph (C) above) shall in no way restrict or limit the Owner's liability to pay such Overspill Call or Calls as may be levied by the Directors in accordance with Section 5 of this Rule,

D 本協會所要求保證或其他擔保之規定(包括依前述 C 項支付之款項)，在任何方面均不拘束或限制船東應支付董事會依本規則第 5 節徵收溢額攤付金之責任。

RULE 23

規則 23

PAYMENT

付款

A Every Call (Mutual Premium, Supplementary Premium or Overspill Call) shall be payable at such rate and, save as otherwise agreed in writing by the Managers, in such

A 除協會經理人另以書面同意外，所有攤付金(互助保費、追加保費或溢額攤付金)應依董事會所指定之費

- instalments and on such dates as the Directors may specify.
- B As soon as reasonably practical after the rate of any Call (Mutual Premium, Supplementary Premium or Overspill Call) shall have been so fixed the Managers shall notify each Owner concerned:
- i. Of such rate;
 - ii. Of the date on which the Call concerned is payable or, if such Call is payable by instalments, of the amounts of such instalments and the respective dates on which they are payable;
 - iii. Of the amount payable by such Owner in respect of each ship entered by him;
 - iv. If such Call is payable by such Owner in any currency other than U.S. Dollars, of such fact.
- C The Managers may require any Owner to pay all or any part of any Call payable by him in such currency or currencies as the Managers may specify.
- D No claim of any kind whatsoever by an Owner against the Association shall constitute any set-off against the Calls, fixed premiums or other sums of whatsoever nature due to the Association or shall entitle an Owner to withhold or delay payment of any such sum.
- E Without prejudice to the rights and remedies of the Association under these Rules and in particular Rules 29 to 33 inclusive, if any Call or instalment or part thereof or any other sum of whatsoever nature (including, without prejudice to the generality of the foregoing, any fixed premium and any amount due pursuant to Rules 30 or 33 and any part thereof) due from any Owner is not paid by such Owner on or before the date specified for payment thereof, such Owner shall pay interest on the amount not so paid from and including the date so specified down to the date of payment at such rate as the Directors may from time to time determine, but the Directors may waive payment of such interest in whole or in part.
- F The Association shall have a lien or other right of action against any ship entered by the Owner in respect of any sum of whatsoever nature owed by him to the Association, notwithstanding that the cover of the Owner or in respect of any ship entered by him may have ceased or been terminated or cancelled.
- G If any Call or other payment due from an Owner to the Association is not paid and if the Directors decide that payment cannot be obtained, the sums required to make good any resulting shortfall or deficiency in the funds of the Association shall be deemed to be expenses of the Association for which, as the Directors may decide, Calls may be levied in accordance with Rule 20 (or, if the shortfall or deficiency is in respect of an Overspill Call under Rule 22, Section 5, a further Overspill Call under that Rule), or the reserves may be applied in accordance with Rules 24 and 25.
- 率、期數及日期支付之。
- B 於任何攤付金(互助保費、追加保費或溢額攤付金)之費率確定後，協會經理人應於合理時間內通知每一船東下列相關事項：
- i. 該費率；
 - ii. 攤付金應支付之日期；若該攤付金係分期支付，其每期之金額及應付日期；
 - iii. 每一船東就其入會之每一船舶應付之金額；
 - iv. 船東得以美元以外貨幣給付攤付金之情況。
- C 協會經理人得要求船東，以協會經理人所指定之某種貨幣或數種貨幣，支付其應支付攤付金之全部或一部。
- D 船東對本協會所為之任何補償請求，不得與攤付金、固定保費或其他應支付給本協會任何性質之款項互相抵銷，亦不得扣留或遲延支付該等款項。
- E 在不影響本協會於協會規章(特別是規則 29 到 33)所規定之權利及救濟下，若船東未於指定付款日或之前支付其應繳付之攤付金、分期款或其一部或任何其他無論為何性質之款項(在不影響前述一般性原則下，包括任何固定保費、及依規則 30 或 33 應支付款項之全部或及一部)，該船東應支付該未付款項自指定付款日起(含該日)至付款日止，按董事會決定之利率計算之利息，惟董事會得放棄收取該利息之全部或一部。
- F 船東應支付給協會無論任何性質之款項，本協會對於該船東所入會之任何船舶具有留置權及其他訴訟上之權利，而無論該船東之承保或其入會之任何船舶是否業已中止或終止或取消。
- G 若船東未支付其應支付給本協會之攤付金或其他款項，且董事會認為無法收取該款項時，為彌補本協會資金因此不足部分所需之款項，應視為本協會之費用，此時董事會得決定依規則 20 徵收攤付金(若不足部分係有關規則 22 第 5 節之溢額攤付金者，得依該規則再徵收一次溢額攤付金)，或依規則 24 及 25 動用準備金。

- H An Owner shall pay on demand to the Association or its order the amount of any premium tax or other tax levied on or in connection with the insurance or reinsurance provided by the Association to the Owner which the Association determines it or the Owner has or may become liable, and shall indemnify the Association and hold it harmless in respect of any loss, damage, liability, cost or expense which the Association may incur in respect of such premium tax or other similar tax.

RULE 24

RESERVES

- A The Directors may establish and maintain such reserve funds or other accounts for such contingencies or purposes as they think fit.
- B Without prejudice to the generality of paragraph (A) of this Rule the Directors may establish and maintain reserves or other accounts for one or more of the following specific purposes:
- A reserve (herein called the "Catastrophe Reserve") to provide a source of funds which may be applied towards meeting any Overspill Claim or Claims of the Associations whether occurring in the same or in any other policy year;
 - A reserve (herein called the "Contingency Account") to provide a source of funds which may be applied for any general purposes of the Association including the following; to stabilize the level of Mutual or Supplementary Premiums and to eliminate or reduce the need to levy such Premiums in respect of any policy year, past present or future; to eliminate or reduce a deficiency which has occurred or may be thought likely to occur in respect of any closed policy year; to protect the Associations against any actual or potential losses on exchange, or in connection with its investments, realised or unrealised.
- C The Directors may apply the sums standing to the credit of any reserve for any of the purposes for which the reserve was maintained even though the sum be paid in respect of any different policy year or years from that from which the funds originated. The Directors may also apply the sums standing to the credit of any reserve for any other or different purposes whenever the Directors consider this to be in the interests of the Members or the Associations. The Directors may also at any time transfer sums from one reserve to another including between the reserves of the Associations.
- D The funds required to establish such reserves or accounts may be raised in either or both of the following ways:
- The Directors, when deciding on the rate of any Mutual Premium or Supplementary Premium for any policy year, may resolve that any specified amount or proportion of such Premium shall be transferred to and applied for the

- H 一經請求，船東應支付給本協會或其指定之人針對或與本協會提供給船東之保險或再保險有關，而由本協會所決定或船東應或將負責支付之任何保費稅賦或其他賦稅，且就本協會就該保費稅賦或其他類似稅賦所生之任何減失、毀損、責任、成本或費用，應補償本協會並使之不受損害。

規則 24

準備金

- A 董事會得為偶發事件或其認為洽當之目的，設立及維持準備金或其他帳目。
- B 在不影響本規則 A 項之一般性原則下，董事會得為下列任一或數特定目的設立及維持準備金或其他帳目：
- 對發生於同一或其他保險年度之協會溢額求償，提供可用以支應該求償基金來源之準備金（“溢額準備金”）；
 - 提供可用於支應本協會後述一般目的之準備金（“偶發事件帳款”）：穩定追加保費，免除或減少於過去、現在或將來任一保險年度徵收互助或追加保費之必要；免除或減少已結束保險年度已發生或預期可能發生之赤字；使協會免受匯率上實際或可能之損失，或免受已實現或未實現投資之實際或可能之損失。
- C 董事會得將任何準備金款項應用在該準備金原先所設立之任何目的上，即使是應用在非提撥該準備金之保險年度亦無不可。如董事會認為有利於會員或協會時，董事會亦得將準備金應用於其他或不同於該準備金原先所設立之任何目的上。董事會亦得隨時將某準備金款項移撥給另一準備金，包括於協會間之準備金。
- D 建立準備金或帳目所需之資金，得以下述兩種或其中一種方式籌集之：
- 董事會於決定任一保險年度之互助保費或追加保費之費率時，得決議該保費之一定數額

purposes of any such reserve or account;

- ii. The Directors may on the closing of any policy year or at any time or times thereafter resolve that any specified amount or proportion of the funds standing to the credit of that policy year shall be transferred to and applied for the purposes of any such reserve or account.

E If the Directors shall resolve as set out in paragraph (D)(i) of this Rule, then the Managers shall inform the Owners entered for such policy year on or before the time that payment is demanded.

RULE 25

CLOSING OF POLICY YEARS

A The Directors shall with effect from such date after the end of each policy year as they think fit declare that such policy year shall be closed or that such policy year shall be closed save for the purpose of levying one or more Overspill Calls as provided in paragraph (C) of this Rule.

B After any policy year shall have been closed no further Supplementary Premium or Overspill Calls may be levied in respect of that policy year, save as provided in paragraph (C) of this Rule and under Rule 22.

- C
- i. If at any time prior to the expiry of a period of thirty-six months from the commencement of a Policy Year (the "relevant Policy Year"), any of the parties to the Pooling Agreement sends a notice (an "Overspill Notice") in accordance with the Pooling Agreement that an event has occurred in the relevant Policy Year which has given or at any time may give rise to an Overspill Claim, the Directors shall as soon as practicable declare that the relevant Policy Year shall remain open for the purpose of levying an Overspill Call or Calls in respect of that claim and the relevant Policy Year shall not be closed for the purpose of making an Overspill Call or Calls in respect of that claim until such date as the Directors shall determine.
 - ii. If at the expiry of the period of thirty-six months provided for in sub-paragraph (i) above, no Overspill Notice as therein provided for has been sent, the relevant Policy Year shall be closed automatically for the purpose of levying Overspill Calls only, whether or not closed for any other purposes, such closure to have effect from the date falling thirty-six months after the commencement of the relevant Policy Year.
 - iii. If at any time after a Policy Year has been closed in accordance with the provisions of sub-paragraphs (i) or (ii) above, it appears to the Directors that an event which occurred during such closed Policy Year may then or at any time in the future give rise to an Overspill Claim, the Directors shall as soon as practicable declare that the earliest subsequent open Policy Year (not being a Policy

或比例移撥應用於任何準備金或帳目目的上；

- ii. 董事會於任一保險年度結束當時或之後，得決議將該保險年度盈餘之一定數額或比例移撥應用於任何準備金或帳目目的上。

E 一旦董事會為本規則第 D 項 i 款之決議，則協會經理人應於要求付款當時或之前，將該決議通知該保險年度入會之船東。

規則 25

保險年度之結束

A 董事會應宣布某一保險年度應於該保險年度屆滿後以其認為適當之生效日期結束，或宣佈除為徵收本規則第 C 項所規定之一次或數次溢額攤付金外，該保險年度結束。

B 除本規則第 C 項及規則 22 之規定外，某保險年度一結束後，即不得就該保險年度再徵收追加保費或溢額攤付金。

- C
- i. 若於某保險年度開始後 36 個月期間屆滿前，任一攤賠協定之成員依攤賠協定發出該保險年度有發生會導致或可能導致溢額求償之事件之通知（“溢額求償通知”），董事會應儘快宣佈該保險年度將為該求償徵收溢額攤付金之目的而繼續開放，此時，以迄董事會決定之日期前，該保險年度須因該求償收取溢額攤付金之目的而無法結束。
 - ii. 若在前述第 i 款所規定 36 個月期間屆滿時，無任何溢額求償通知的話，不論該保險年度是否因其他目的而結束，就徵收溢額攤付金目的方面，該保險年度應自動結束，並於該保險年度開始後 36 個月屆滿之翌日生效。
 - iii. 某保險年度依前述第 i 或 ii 款之規定結束後，若董事會認為在該保險年度所發生之事件，在當時或未來可能導致溢額求償時，董事會應儘快宣佈在該保險年度之後之最早尚未結束之保險年度（非董事會已依本規則第 C 項 i 款

- Year in respect of which the Directors have already made a declaration in accordance with sub-paragraphs (C)(i) or (C)(iii) of this Rule) shall remain open for the purpose of levying an Overspill Call or Calls in respect of that claim and such open Policy Year shall not be closed for the purpose of making an Overspill Call or Calls in respect of that claim until such date as the Directors shall determine.
- iv. if the Directors shall make a declaration as provided for in sub-paragraphs (C)(i) or (C)(iii) of this Rule, the Managers shall inform the Owners entered for the Policy Year in respect of which such declaration is made.
- v. If at any time after the levying of an Overspill Call upon the Owners entered in the Association in any Policy Year, it shall appear to the Directors that the whole of such Overspill Call is unlikely to be required to meet the Overspill Claim in respect of which such Overspill Call was levied, the Directors may decide to dispose of any excess which in their opinion is not so required in one or both of the following ways:
- by transferring the excess or any part thereof to the Catastrophe Reserve in accordance with Rule 24; or
 - by returning the excess or any part thereof to those Owners who have paid that Overspill Call in proportion to the payments made by them.
- vi. A Policy Year shall not be created for the purpose of levying Overspill Calls save in accordance with this Rule 25.
- D Save as provided in paragraph (C) of this Rule, the Directors may declare that any policy year is closed notwithstanding that it is known or anticipated that there are in existence or may in the future arise claims, expenses or outgoings in respect of such policy year which have not yet accrued or whose validity, extent or amount have yet to be established.
- E If upon the closing of any policy year it shall appear to the Directors that the whole of the Calls and other receipts in respect of such policy year (and of all transfers from reserves and provisions made for the credit of or in respect of such policy year) are unlikely to be required to meet the claims, expenses and outgoings arising in respect of that policy year (as referred to in Rule 19(A)(i) and (ii)), then the Directors may decide to dispose of any excess which in their opinion is not so required in one or both of the following ways:
- By transferring the excess or any part thereof to the reserves of the Associations in accordance with Rule 24.
 - By returning the excess or any part thereof to the Owners entered for such policy year in accordance with paragraph (H) of this Rule.
- F If at any time or times after a policy year shall have been closed it shall appear to the Directors that the claims, expenses and outgoings arising in respect of that policy year (as referred to in Rule 19(A)(i) and (ii)) exceed or are likely to exceed the totality of the Calls and other receipts in respect of such policy year (and of all transfers from reserves and provisions made for the credit of or in respect of such policy
- 或第 C 項 iii 款宣佈之保險年度)，將因就該求償徵收溢額攤付金之目的而繼續開放，此時，以迄董事會決定之日期前，該保險年度須因該求償收取溢額攤付金之目的而無法結束。
- iv. 若董事會依本規則第 C 項 i 款或 C 項 iii 款之規定為宣布，則協會經理人應將該宣布通知該保險年度之入會船東。
- v. 若某保險年度之入會船東被徵收溢額攤付金後，董事會認為該溢額攤付金可能無需全數用以支應徵收該溢額攤付金之溢額求償時，董事會得將其認為無需支付之餘額，以下述兩種或其中一種方式處理之：
- 依規則 24 將該餘額或其一部移撥為巨災準備金；或
 - 將該餘額或其一部按所支付數額之比例，退還給已支付該溢額攤付金之船東。
- vi. 除依規則 25 外，任一保險年度均不得為徵收溢額攤付金之目的而結束。
- D 除本規則第 C 項之規定外，不論是否已知或預期該保險年度有或將來可能有尚未發生或其效力、範圍或數額之求償、費用或支出尚待確定，董事會均得宣佈某保險年度結束。
- E 若於某保險年度結束時，董事會認為該保險年度之全部攤付金及其他收入(以及自準備金移撥或為該或有關該保險年度得運用之所有款項)尚不需支應該保險年度(如規則 19 第 A 項 i 款及 ii 款所述)之求償、費用及支出時，董事會得將其認為無需支付之餘額，以下列兩種或其中一種方式處理之：
- 依規則 24 將該餘額或其一部移撥為協會之準備金。
 - 依本規則第 H 項將餘額或其一部退還給於該保險年度入會之船東。
- F 若於某保險年度結束後，董事會認為該保險年度[如規則 19 第 A 項 i 款及 ii 款所述]所生之求償、費用及支出超過或可能超過該保險年度之保費及其他收入(以及自準備金移撥或為該或有關該保險年度得運用之所有款項)之總和時，董事會得以下

year) then the Directors may decide to provide for such deficiency in any one or more of the following ways:

- i. By transferring funds from the reserves of the Association;
- ii. By transferring funds between the Associations;
- iii. By transferring funds standing to the credit of any different closed policy year;
- iv. By changing a Mutual Premium or Supplementary Premium in respect of an open policy year with the intention (as permitted by Rule 19(A)(iv)) of applying a part thereof to meet any such deficiency.

if the Directors shall resolve as set out in sub-paragraph (iii) above, then the Managers shall inform the Owners entered for such policy year on or before the time that payment is demanded.

G At any time after any policy year shall have been closed the Directors may resolve to amalgamate the accounts of any two or more closed policy years and to pool the amounts standing to the credit of the same. If the Directors shall so resolve then the two or more closed policy years concerned shall for all purposes be treated as though they constituted a single closed policy year.

H Any amount which the Directors may decide to return to the Owners in accordance with paragraph (E)(ii) of this Rule shall be returned to the Owners entered in respect of such policy year in proportion to the Calls paid by them in respect of such policy year (after taking into account any returns or rebates applicable thereto under their terms of entry or under any other provision of these Rules).

PROVIDED ALWAYS that:

- a. No return shall be made to any Owner whose liability for Calls has been assessed in accordance with the provisions of Rules 30 or 33, and
- b. Where the insurance of an Owner has been cancelled in accordance with the provisions of Rule 31 any amounts due for any reason whatsoever (whether by way of Calls or otherwise and whether in respect of the policy year for which the return has been decided or in respect of any other policy year or years) from the Owner to the Association shall be deducted from the return and only the balance (if any) refunded to the Owner,

RULE 26

INVESTMENT

A The funds of the Association may (subject to the general supervision of the Directors) be invested by the Managers by means of the purchase of such stocks, shares, bonds, debentures or other securities or the purchase of such currencies, commodities, or other real or personal property, or by means of being deposited in such accounts as the Managers may think fit. The funds of the Association may

列一種或多種方式補足該不足額：

- i. 自本協會之準備金中移撥款項；
- ii. 數協會間之資金移撥
- iii. 自其他已結束保險年度之剩餘資金中移撥款項；
- iv. 對某尚開放之保險年度(在規則 19 第 A 項 iv 款允許下)變更互助或追加保費，以該攤付金之一部支應前述不足額。

董事會一為上開第 iii 款之決議，則協會經理人應於要求付款當時或之前，通知於該保險年度之入會船東。

G 董事會得於任一保險年度結束後之任何時間，決議將任何二年或二年以上已結束保險年度之帳目予以合併，作為這些已結束保險年度可運用之共同基金。董事會一旦為此決議，則該二或二以上已結束保險年度應以如同單一已結束保險年度之方式處理之。

H 董事會依本規則第 E 項 ii 款決定退還給船東之款項，(於斟酌入會約定或協會規章其他規定所適用之退款或折扣後)應按於該保險年度入會之船東於該保險年度所繳攤付金之比例退還給入會船東。

但書：

- a. 對於已依規則 30 或 33 估算其攤付金責任之船東，不得退款；及
- b. 當某船東之保險依規則 31 之規定被撤銷時，船東不論因何原因積欠本協會之任何款項(不論係攤付金或其他，亦不論是否為決定退費之該保險年度或任何其他保險年度)，應自退款中扣除，而僅將餘額(如有)退還給船東。

規則 26

投資

A 協會經理人得將本協會之資金，(於董事會之一般監督下)以購買其認為妥適之股票、股份、債券、債權憑證或其他有價證券、貨幣、商品或其他不動產或動產，或以存入其認為合適之帳戶等方式投資之。本協會之資金亦得以董事會核可之其他

also be invested by such other method as the Directors may approve.

- B Unless the Directors otherwise decide, all the funds standing to the credit of any policy year or of any reserve or account shall be pooled and invested as one fund.
- C When funds are pooled as provided in paragraph (B) above, the investment income arising on the pooled funds (taking into account any capital gains or losses) shall be apportioned among and between the different policy years, reserves and accounts from which the fund or funds, so invested, originated, in such manner as to ensure so far as possible that each is credited with a proportion of such income corresponding to the proportion which the amount standing to the credit of the policy year, reserve or account over the period during which the income arose bears to the total of the pooled funds over the same period.
- D Without prejudice to paragraph (C) of this Rule, the Directors may direct that after the closing of any policy year that year shall not be credited with any share of the apportionments made under that paragraph and that its share shall instead be credited to any reserve or account maintained by the Association.

RULE 27

LAID-UP RETURNS

Subject to any terms and conditions which may have been agreed, if an entered ship shall be laid-up in any safe port or place for a period of thirty or more consecutive days after finally mooring there (such period being computed from the day of arrival to the day of departure, one only being excluded) the Owner shall be allowed a return of Calls calculated at the rate of 95 per cent of his total Calls payable in respect of such ship for the period of lay-up after deduction of such allowance for reinsurance, administrative expenses and other outgoings as the Managers may from time to time determine, save that there shall be no laid-up returns in respect of Overspill Calls. For the purpose of this Rule a ship shall not be treated as laid-up if she has either crew members (other than for her maintenance or security) or cargo on board, unless the Directors shall in their discretion otherwise determine. No claim for laid-up returns relating to any policy year shall be recoverable from the Association unless written notice thereof has been given to the Association within six months of the end of the policy year concerned.

RULE 28

TERMINATION AND ITS EFFECTS

- A Upon an Owner ceasing to be insured by the Association in respect of any ship by virtue of a notice given (whether by the

方式投資之。

- B 除董事會另有決定外，任一保險年度、準備金或帳目可運用之所有資金應以單一資金共同運用投資之。
- C 以前述 B 項規定共同運用基金時，自該資金共同運用產生之投資收入(斟酌任何資本利得或損失)，應於出資投資之各保險年度、準備金及帳目間，儘可能地以該保險年度、準備金及帳目於產生投資收入期間之盈餘佔該期間全部共同運用資金之比例分配之。
- D 在不影響本規則第 C 項之情況下，董事會得於任一保險年度結束後，指示該年度不得享有該項所規定之分配款，而應將該分配款歸入本協會所維持之任一準備金或帳目中。

規則 27

停航退費

於適用另已協議之條款及條件下，若入會船舶於最後定泊之安全港地，連續停留達 30 天或以上(自到達日起算至離開日為止，扣除 1 天)，則船東得請求退還該船舶於停航期間之全部攤付金扣除再保保費、行政管理費用及協會經理人認定之其他支出後之百分之九十五，但溢額攤付金不得主張停航退費。為本規則之目的，若有船員(非為船舶保養或安全之目的)或貨物在船，除董事會另有決定外，該船舶不應被視為停航。除於相關保險年度屆滿後 6 個月內以書面向本協會請求停航退費外，不得向本協會請求該保險年度之停航退費。

規則 28

終止及其效果

- A 船東之船舶因依照規則 17 或規則 18 之通知(不論該通知為船東或董事會

Owner or the Directors) in accordance with Rule 17 or Rule 18 and without prejudice to the effects of cancellation of insurance pursuant to Rule 31, then:

- i. Unless and to the extent that in the case of Call Entries the Owner's liability may have been otherwise agreed or assessed under Rule 30 (Release Calls upon Cesser), such Owner and his successors shall be and remain liable for all contributions, premiums and other sums payable in respect of the whole of the policy year in which such notice was given, and in respect of previous policy years, and
- ii. Subject to the other provisions of these Rules and to the terms of entry the Association shall remain liable in respect of such entered ship for all claims under these Rules arising by reason of any event which had occurred prior to noon on 20th February immediately following the giving of such notice, but shall not otherwise be under any liability whatsoever by reason of anything occurring at or after that date and time.

B Upon an Owner ceasing to be insured by the Association in respect of any ship pursuant to paragraph Q or R of Rule 5 or otherwise than in accordance with Rule 17, Rule 18, Rule 29(A), (B) or (C), or Rule 31(A), then:

- i. Unless and to the extent that in the case of Call Entries the Owner's liability may have been agreed or assessed under Rule 30 (Release Calls upon Cesser), such Owner and his successors shall be and remain liable in relation to any Overspill Calls for the whole amount payable by him in accordance with Rule 22, and in relation to all other contributions, premiums and other sums payable:
 - a. in respect of the policy year in which such cessation occurs, on a pro rata basis, namely for the proportion of such sums applicable to the period beginning at the commencement of that policy year (or, in the case of a ship entered during that policy year, the date of entry) and ending at noon on the date of such cessation, and
 - b. in respect of previous policy years, for the whole of those policy years, and
- ii. Subject to the other provisions of these Rules and to the terms of entry the Association shall remain liable in respect of such entered ship for all claims under these Rules arising by reason of any event which had occurred prior to noon on the day of such cessation, but shall not otherwise be under any liability whatsoever by reason of anything occurring at or after that date and time, PROVIDED ALWAYS that nothing in paragraph (B) of this Rule shall be taken to confer validity on any notice purporting to terminate the entry of any ship given otherwise than in accordance with Rule 17, Rule 18 or Rule 31(A).

RULE 29

CESSER OF INSURANCE AND ITS EFFECTS

所發)而終止其於本協會之保險時，在不影響規則 31 所規定之保險撤銷之效果下：

- i. 除以攤付金入會之船東，其責任業依規則 30(中止後之離會攤付金)另有協議或估算者外，該船東及其繼受人應且繼續負責對發出該通知之整個保險年度及之前之保險年度所應繳納之所有分擔額、保費及其他應支付款項；
- ii. 於適用協會規章其他規定及入會約定之情況下，本協會仍應負責該入會船舶自發出該通知後到 2 月 20 日中午之前所生任何事故而依協會規章可請求之任何補償，但本協會不負責 2 月 20 日中午或之後發生之任何事情所生任何責任。

B 當船東之船舶係依規則 5 第 Q 或 R 項或非依規則 17、規則 18、規則 29 第 A 項、規則 29 第 B 項或規則 29 第 C 項、或規則 31 第 A 項終止本協會之保險時：

- i. 除以攤付金入會之船東，其責任業依規則 30(終止後之離會攤付金)另有協議或估算外，該船東及其繼受人應且繼續負責依規則 22 溢額攤付金所應支付之全部款項，並應負責下述保險年度所應支付之所有其他分擔額、保費及其他應支付之款項：
 - a. 保險終止發生之保險年度，按比例計算，亦即自該保險年度開始起(若船舶係於保險年度中入會，則自入會日起)至終止日之中午止，依該期間比例計算所得之數額；及
 - b. 之前之所有保險年度；且
- ii. 於適用協會規章其他規定及入會約定之情況下，本協會仍應該入會船舶於終止日中午前所生任何事故而依協會規章可請求之任何補償，但本協會不負責終止日或之後發生之任何事情所生之任何責任，惟對於非依據規則 17、規則 18 或規則 31 第 A 項所發出入會船舶終止保險之通知，本規則第 B 項不得賦與其效力。

規則 29

保險之中止及其效果

A An Owner shall forthwith cease to be insured by the Association in respect of any and all ships entered by him or on his behalf upon the happening of any of the following events:

- i Where the owner is an individual,
 - a. upon his death,
 - b. if a receiving order is made against him,
 - c. if he becomes bankrupt,
 - d. if he makes any composition or arrangement with his creditors generally,
 - e. if he becomes incapable by reason of mental disorder of managing or administering his property and affairs;
- ii Where the owner is a corporation,
 - a. upon the passing of any resolution for its voluntary winding up (other than voluntary winding up for the purposes of company or group reorganisation)
 - b. upon an order being made for its compulsory winding up,
 - c. upon its dissolution,
 - d. upon a receiver or manager being appointed of all or part of its business or undertaking,
 - e. upon its commencing proceedings under any bankruptcy or insolvency laws to seek protection from its creditors or to reorganise its affairs.

B Unless otherwise agreed in writing by the Managers, an Owner shall forthwith cease to be insured by the Association in respect of any ship entered by him or on his behalf upon the happening of any of the following events in relation to such ship:

- i. upon the Owner parting with or assigning the whole or any part of his interest in the ship whether by bill of sale or other formal document or agreement or in any other way whatsoever;
- ii. upon the mortgaging or hypothecation of the ship or of any part of the Owner's interest in that ship;
- iii. upon the managers of the ship being changed by the appointment of new managers;
- iv. upon undisputed possession being taken of the ship by or on behalf of a secured party;
- v. upon the Owner, as at noon on 20th February in any policy year, failing to pay in respect of the ship any amounts due from him to the Association;
- vi. upon the Owner, as at noon on 20th February in any policy year, being in breach of, or otherwise failing to fulfil, his obligations in respect of the ship under Rules 5 (K), 5 (Q) or 5 (R).

C Unless otherwise agreed in writing by the Managers, an Owner shall forthwith cease to be insured by the Association in respect of any ship entered by him or on his behalf upon the happening of whichever shall be the earliest of the following events:

- i. upon the ship being missing for ten days from the date when she was last heard of;
- ii. upon the ship being posted at Lloyd's as missing;
- iii. upon the ship becoming an actual total loss;
- iv. upon acceptance by hull underwriters (whether of marine or war risks) that the ship is a constructive total

A 有下列情形之一者，本協會對於船東或代表其加入本協會之任何或所有船舶，應立即中止其於本協會之保險：

- i. 當船東是個人：
 - a. 其死亡時；
 - b. 對其發出破產命令時；
 - c. 其破產時；
 - d. 與其債權人達成了結債務之和解計畫時；
 - e. 其因精神錯亂而無法管理財產及事務時。
- ii. 當船東是公司：
 - a. 通過自願停業之決議時(非公司或集團改組而自願停業)；
 - b. 對其發出停業解散命令時；
 - c. 於其解散時；
 - d. 對其全部或一部之營業指定破產接管人或管理人時；
 - e. 依破產法律進行程序，以尋求來自債權人之防護，或改組其業務時。

B 有下列情形之一者，除協會經理人另有書面同意外，本協會對於船東或代表其加入本協會之任何或所有船舶，應立即終止其於本協會之保險：

- i. 船東以買賣契據或其他正式文件或協議或其他任何方式放棄或轉讓其對於該船利益之全部或一部時；
- ii. 將該船或船東對該船利益之任何部分設定抵押或擔保時；
- iii. 指定新的船舶經理人而變更該船經理人時；
- iv. 獲有保證之債權人或其代理人無異議地占有該船時；
- v. 船東於任何保險年度之2月20日中午未支付有關該船舶任何應支付給本協會之款項時；
- vi. 船東於任何保險年度之2月20日中午時違反或疏於履行有關該船依規則5第(K)、第(Q)及第(R)項之義務時。

C 除協會經理人另有書面同意外，本協會對於船東或代表其加入本協會之任何或所有船舶，於下列情形之一最早發生之時，應立即終止其於本協會之保險：

- i. 自該船有最後消息之日起失蹤達10天時；
- ii. 於勞依氏公佈該船失蹤時；
- iii. 該船實際全損時；
- iv. 船體保險人(不論承保海上風險或戰爭風險)接受該船為推

- loss;
- v. upon agreement by hull underwriters (whether of marine or war risks) to pay to the Owner of the ship an unrepaired damage claim which exceeds the market value of the ship without commitment immediately prior to the casualty which gave rise to such claim;
- vi. upon a compromise or settlement with hull underwriters (whether of marine or war risks) on the basis of which the ship is considered or deemed to be an actual or constructive total loss;
- vii. upon a decision by the Managers that the ship is to be considered or deemed to be an actual or constructive total loss or otherwise commercially lost.

PROVIDED ALWAYS that:

- a. Notwithstanding the cesser of the insurance under Rule 29(C) the Association shall, subject always to the Rules and to the terms and conditions of the entry of the ship in the Association, remain liable as regards liabilities flowing directly from the casualty which has given rise to the actual or constructive loss of the ship.
 - b. If the Managers agree that the insurance of the ship shall continue after the happening of any of the events listed in paragraph (B) and (C) of this Rule they may in their discretion impose such terms and conditions as they think fit for the continuation of the insurance.
- D On the occurrence of any of the events specified in paragraphs (A) to (C) inclusive of this Rule in respect of an entered ship, the Owner shall give notice in writing of such event to the Managers within one month after the date thereof.
- E Upon an Owner ceasing to be insured by virtue of paragraph (A) of this Rule, and upon an Owner ceasing to be insured in respect of any ship by virtue of paragraphs (B) or (C) of this Rule, and without prejudice to the effects of cancellation of insurance pursuant to Rule 31 (A) then:
- i. Unless and to the extent that in the case of Call Entries the Owner's liability may have been agreed or assessed under Rule 30 (Release Calls upon Cesser), such Owner and his successors shall be and remain liable in relation to any Overspill Calls for the whole amount payable by him in accordance with Rule 22, and in relation to all other contributions, premiums and other sums payable:
 - a. in respect of the policy year in which such cessation occurs, on a pro rata basis, namely for the proportion of such sums applicable to the period beginning at the commencement of that policy year (or, in the case of a ship entered during that policy year, the date of entry) and ending at noon on the date of such cessation; provided that, if the Owner fails to give notice of the event in accordance with paragraph (D) of this Rule, such period shall end at noon on such later date as the Managers in their discretion shall decide, and
 - b. in respect of previous policy years, for the whole of those policy years, and

- 定全損時；
- v. 船體保險人(不論承保海上風險或戰爭風險)同意該船船東所提，超過該船於發生求償事故前之自由市場價格不修理損壞之求償；
- vi. 與船體保險人(不論承保海上風險或戰爭風險)達成該船得認定為或視為實際或推定全損之和解時；
- vii. 協會經理人認為該船應被認定為或視為已實際或推定全損或其他商業上損失時。

但書：

- a. 儘管保險依規則 29 第 C 項終止，於適用協會規章及船舶入會之條件條款情況下，本協會仍應負責該船實際或推定損失之事故直接所生責任。
 - b. 若協會經理人同意該船之保險於發生本規則第 B 項及 C 項所列任何情形後仍應繼續承保時，協會經理人得規定其認為適當的繼續保險所需之條件或條款。
- D 入會船舶一發生本規則第 A 至 C 項所定任何情形時，船東應於發生後一個月內，將該情形以書面通知協會經理人。
- E 船東因本規則 A 項被終止保險，以及船東之船舶因本規則 B 或 C 項被終止保險時，於不影響規則 31 第 A 項保險撤銷之效力下：則
- i. 除以攤付金入會之船東，其責任業依規則 30(終止後之離會攤付金)另有協議或估算外，該船東及其繼承人應且繼續負責依規則 22 溢額攤付金所應支付之全部款項，並應負責下述保險年度所應支付之所有其他分擔額、保費及其他應支付之款項：
 - a. 保險終止發生之保險年度，按比例計算，亦即自該保險年度開始起(若船舶係於保險年度中入會，則自入會日起)至終止日之中午止，依該期間比例計算所得之數額，但船東未依本規則 D 項發出通知，則至協會經理人稍後所決定之日之中午為止；及
 - b. 之前之所有保險年度；且
 - ii. 於適用協會規章其他規定及入

- ii. Subject to the other provisions of these Rules and to the terms of entry the Association shall remain liable in respect of any ship entered by such Owner or in respect of such entered ship (as the case may be) for all claims under these Rules arising by reason of any event which had occurred prior to the date of such cessation, but shall not otherwise be under any liability whatsoever by reason of anything occurring after that date.

RULE 30

RELEASE CALLS UPON CESSER OF INSURANCE

Upon an entered ship ceasing to be insured by the Association for any reason, whether or not the circumstances giving rise to such cesser of insurance shall be any of those specified in Rules 17 and 18 or in paragraphs (A), (B) and (C) of Rule 29, the Managers may:

- A Release the Owner from liability to pay Supplementary Premiums in respect of such ship, wholly or partly or upon such terms as the Managers in their discretion may deem to be appropriate in the circumstances.
- B Whether or not negotiations may have taken place with the view to the application of paragraph (A) hereof, assess as at the date of the cesser of insurance the amount which seems to the Managers in their discretion to represent the likely liability of the Owner for Supplementary Premiums and for Mutual Premiums falling due after such date in respect of such ship.

If the Managers shall exercise their powers under paragraph (A) or paragraph (B) of this Rule, then:

- i. Any terms imposed by the Managers or agreed between the Managers and the Owner pursuant to paragraph (A) hereof shall be performed at such time or times as the Managers shall have specified;
- ii. The amount of any assessment made under paragraph (B) hereof shall be payable by the Owner without deduction on demand; and
- iii. The Owner shall be under no liability for any Supplementary Premiums which the Directors may decide to levy after the date of a release given under paragraph (A) hereof or after the date of an assessment made under paragraph (B) hereof, as the case may be, or for any Mutual Premiums becoming due after such date, and the Owner shall have no right to share in any return of contributions or other receipts, or any Mutual Premium Discount, which the Directors may thereafter decide to make in accordance with Rule 20 or 25 (E) respectively.

RULE 31

會約定之情況下，本協會仍應該入會船舶於終止日中午前所生任何事故(如有)而依協會規章可請求之任何補償，但本協會不負責終止日或之後發生之任何事情所生之任何責任。

規則 30

保險中止後之離會攤付金

船舶因任何理由被終止保險時，不論導致保險終止之情形是否為規則 17 及規則 18 或規則 29 第 A 項、規則 29 第 B 項及規則 29 第 C 項所明定，協會經理人得：

- A 全部或一部或在協會經理人認為妥適之條件下，免除船東對該船支付追加保費之責任。
- B 不論是否曾就本規則 A 項之適用有過協商，估算其認為船東於保險終止日對該船之追加保費及該日期之後到期應承負之互助保費可能應負數額之責任。

協會經理人一旦行使本規則 A 項或 B 項之權限：則

- i. 對於協會經理人依本規則 A 項所課以或協會經理人與船東依該項所協議之任何條件，應於協會經理人所指定之某一或數時間內履行之；
- ii. 依本規則 B 項所估算之數額，船東一經要求即應全數付清，不得扣減；及
- iii. 船東無須負擔董事會於本規則 A 項離會日或本規則 B 項估算日之後(依情形而定)，所決定徵收之追加保費，或該日期之後到期應承負之互助保費，船東無權分享董事會於離會之後依規則 20 或 25 第 E 項各自決定退還之分擔額或其他款項或任何互助保費折讓。

規則 31

CANCELLATION OF INSURANCE AND ITS EFFECTS

- A Where an Owner has failed to pay, either in whole or in part, any amount due from him to the Association, the Managers may give him notice in writing requiring him to pay such amount by any date specified in such notice, not being less than seven days from the date on which such notice is given. If the Owner fails to make such a payment in full on or before the date so specified, the insurance of the Owner (whether the insurance is current on such date or has ceased by virtue of paragraphs (A), (B), or (C) of Rule 29 or in accordance with any other provisions of these Rules) in respect of any and all ships referred to in such notice and entered in the Association by him or on his behalf shall be cancelled forthwith without further notice or other formality.
- B When the insurance of an Owner is cancelled in accordance with paragraph (A) of this Rule (which time is hereinafter in this Rule 31 referred to as "the date of cancellation") then:
- i. Unless and to the extent that in the case of Call Entries the Owner's liability may have been otherwise assessed under Rule 33 (Release Calls upon Cancellation), such Owner and his successors shall be and remain liable in relation to any Overspill Calls for the whole amount payable by him in accordance with Rule 22, and in relation to all other contributions, premiums and other sums payable:
- a. in respect of the policy year in which the date of cancellation falls, on a pro rata basis, namely for the proportion of such sums applicable to the period beginning at the commencement of that policy year (or, in the case of a ship entered during that policy year, the date of entry) and ending on the date of cancellation or such earlier date as the Managers in their discretion decide and agree in writing, and
- b. in respect of previous policy years, for the whole of those policy years, and
- ii. The Association shall with effect from the date of cancellation cease to be liable for any claims of whatsoever kind under these Rules in respect of any and all ships in relation to which the insurance of the Owner has been cancelled.
- a. irrespective whether such claims have occurred or arisen or may arise by reason of any event which has occurred at any time prior to the date of cancellation, including during previous years;
- b. irrespective whether such claims arise by reason of any event occurring after the date of cancellation;
- c. irrespective whether the Association may have admitted liability for or appointed lawyers, surveyors or any other person to deal with such claims;
- d. irrespective whether the Association at the date of or prior to the date of cancellation knew that such claims might or would arise, and as from the date of cancellation any liability of the Association for such

保險之撤銷及其效果

- A 如船東未支付其應支付給本協會之全部或一部款項，協會經理人得對其發出書面通知，要求其於該通知所指定之日期前(該日期自發出通知日起不得少於7天)結清該款項。若船東未於所指定日期或之前結清全部款項，該船東自身或代表船東加入本協會及列於該通知上之所有船舶之保險均應立即予以撤銷(不論該保險於該日期仍存續，或已依規則29第A項、規則29第B項或規則29第C項或協會規章其他規定而中止)，而不另再發通知或為其他手續。
- B 一旦船東之保險依本規則A項規定被撤銷時(以下於本規則31稱為"撤銷日")：
- i. 除以攤付金入會之船東，其責任業依規則33(撤銷後之離會攤付金)另有協議或估算外，該船東及其繼承人應且繼續負責依規則22溢額攤付金所應支付之全部款項，並應負責下述保險年度所應支付之所有其他分擔額、保費及其他應支付之款項：
- a. 保險終止發生之保險年度，按比例計算，亦即自該保險年度開始起(若船舶係於保險年度中入會，則自入會日起)至撤銷日或協會經理人如決定並書面同意於某一更早之日之中午止，依該期間比例計算所得之數額；及
- b. 之前之所有保險年度；且
- ii. 自撤銷生效日起，本協會不負責已被撤銷保險之船東之所有船舶依協會規章可請求之任何求償：
- a. 不論該求償是否為撤銷日前(包括之前之保險年度期間)之事故所致生或可能致生者；
- b. 不論該求償是否為撤銷日後之事故所致生者；
- c. 不論本協會是否對該求償已承認責任或已委任律師、檢定師或其他人處理該求償；
- d. 不論本協會於撤銷日或之前是否知悉該求償可能或將發生，且本協會對該求償之責任自撤銷日起溯及

claims shall terminate retrospectively and the Association shall be under no liability to such Owner for any such claims or on any account whatsoever;

終止，本協會就該求償或任何款項，對該船東不負任何責任。

PROVIDED ALWAYS that:

The Directors may in their discretion and upon such terms as they think fit, including but not restricted to terms as to payment of contributions, premiums or other sums, admit either in whole or in part any claim in respect of any ship entered by an Owner for which the Association is under no liability by virtue of paragraph (A) or (B) of this Rule, whether such claim has arisen before or arises after the date of cessation or the date of cancellation as the case may be, or remit wholly or partly any payment of contribution, premiums or other sums due to the Association.

但書：

董事會得決定並以其認為合適之條件(包括但不限於分擔額、保費或其他款項支付之條件)，全部或一部承認本協會依本規則 A 或 B 項對之本無須負責之船東入會船舶所提出之求償，而不論該求償係於終止日或撤銷日(視情形而定)之前或之後所生；或全部或一部免除積欠本協會之分擔額、保費或其他款項。

RULE 32

SUMS DUE TO THE ASSOCIATION FOR THE PURPOSE OF APPLICATION OF THE RULES ON CANCELLATION

- A For the purpose of determining whether any (and, if so, what) sum is due for the purposes of Rule 31 (A) or otherwise under these Rules no account shall be taken of any amount due or alleged to be due by the Association to the Owner on any ground whatever, and no set-off of any kind (including set-off which might otherwise have arisen by reason of the bankruptcy or winding up of the Owner) shall be allowed against such sum (whether or not any set-off against contributions has been allowed at any time in the past), except to the extent (if any) to which any sum demanded by the Managers as due, and required to be paid in a notice served under the said sub-paragraph, may (in the Managers' discretion) in itself have already allowed for a set-off or credit in favour of the Owner.
- B Without prejudice to the generality of Rule 39 no act, omission, course of dealing, forbearance, delay or indulgence of any kind by or on behalf of the Association nor the granting of time, nor the acceptance by the Association (whether express or implied) of liability for, or the recognition of, any claim, and whether occurring before or after any date of cessation or date of cancellation as hereinbefore referred to shall derogate from the effect of Rules 28 to 33 inclusive or be treated as any waiver of any of the Association's rights thereunder.

規則 32

撤銷時依協會規章應付本協會之款項

- A 於決定是否有規則 31 第 A 項或協會規章其他規定之應付款項(若有，其數額)時，在任何情況下均不考量本協會應付或據稱應付給船東之任何數額，且主張任何形式之抵銷(包括因船東破產或結束營業可得之抵銷)亦不准為之(無論以前是否曾允許抵銷分擔額)，但協會經理人於其依規則 31 第 A 項為要求支付應付款項所發出之通知上，已允許船東抵銷或列為船東債權之數額除外。
- B 在不影響規則 39 之一般性原則下，本協會或代表本協會之任何作為、不作為、處理方式、權利執行延緩、遲延或寬容，或本協會所給予之時效延緩或(明示或默示地)接受求償或承認責任，不論發生於終止日或撤銷日之前或之後，均不能減損規則 28 至 33 之效力，亦不能視為本協會已放棄其依該等規則所享有之權利。

RULE 33

RELEASE CALLS UPON CANCELLATION

- A Upon the cancellation of an Owner's insurance in accordance with paragraph (A) of Rule 31, notwithstanding that, if there has been a cesser of insurance prior to such cancellation, the

規則 33

撤銷時之離會攤付金

- A 船東之保險依規則 31 第 A 項撤銷時，儘管保險在撤銷前已中止，無論協會經理人於終止當時是否尚未

Managers at the time of such prior cesser may not have exercised or may have agreed not to exercise the powers described in paragraphs (A) and (B) of Rule 30, the Managers may assess as at the date of the cancellation of insurance the amount which seems to the Managers in their discretion to represent the likely liability of the Owner for Supplementary Premiums and for Mutual Premiums falling due after such date in respect of such ship.

- B If the Managers shall exercise their powers under paragraph (A) of this Rule 33, then:
- i. The amount of any such assessment made under paragraph (A) hereof shall be payable by the Owner without deduction on demand, and
 - ii. The Owner shall be under no liability for any Supplementary Premiums which the Directors may decide to levy after the date of such assessment made under paragraph (A) hereof, or for any Mutual Premiums becoming due after such date, and the Owner shall have no right to share in any return of contributions or other receipts or any Mutual Premium Discount, which the Directors may thereafter decide to make in accordance with Rule 20 or 25 (E) respectively.

RULE 34

REGULATIONS AND RECOMMENDATIONS BY DIRECTORS

- A The Directors shall have power from time to time to make regulations prescribing the conditions or forms of contracts of carriage either generally or for use in any particular trade or at any particular port or place. Upon the passing of any such regulation it shall be deemed to be incorporated in these Rules so as to take effect as from the beginning of the policy year next following the time and date of the making of such regulation, and as from such taking effect every Owner shall conform thereto in so far as the same may apply to the ships entered by him or on his behalf in the Association or to the trades in which they may be engaged. If any Owner shall commit a breach of any regulation, the Directors may reject or reduce any claim made by the Owner to the extent to which it would not have arisen if he had complied with the regulation and may further impose such terms upon him as they may think fit as a condition of the continuance of the entry of the Owner's ship or ships in the Association.
- B The Directors may also from time to time recommend the use of any particular form of contract of carriage in any particular trade. Owners whose ships are engaged in such trades shall endeavour to use the appropriate form of contract of carriage when the circumstances of the fixture or engagement of such ships permit.
- C Notice giving particulars of every regulation made (and the policy year at the beginning of which it takes effect) and every recommendation made pursuant to this Rule shall forthwith be sent to every Owner, and a copy thereof shall be

行使或同意不行使規則 30 第 A 及 B 項所述之權限，協會經理人得估算保險撤銷日其認為船東對該船之追加保費或該日期之後到期應支付之互保保費應承負之數額。

- B 若協會經理人行使本規則 33 第 A 項之權限，則：
- i. 依本規則第 A 項所估算之數額，船東一經要求即應全數付清，不得扣減；及
 - ii. 船東無須負擔董事會於本規則 A 項估算日之後所決定徵收之追加保費該日期之後到期應支付之互保保費；船東無權分享董事會於離會之後依規則 20 或 25 第 E 項所各自決定退還之分擔額或其他款項或任何互助保費折讓。

規則 34

董事會所作之規定及建議

- A 董事會有權為一般性適用或為特定業務、港口或地點隨時規定須適用之運送契約條款或範本。一旦制訂該規定，該規定應視為併入協會規章，並自作成該規定後之下一個保險年度開始時生效。於該規定生效後，船東即應遵守並將其適用於加入本協會之船舶或該船舶所從事之業務上。船東如違反該規定，董事會得於該船東若遵守規定即不會發生求償之範圍內，拒絕或減少該船東補償之請求，並得對該船東課以董事會認為該船東之船舶得繼續加入本協會所必要之條件。
- B 董事會得隨時建議為某特定業務使用之特定運送契約範本。有船舶從事該業務之船東，於該船舶業務締結允許之情況下，應儘量適用該運送契約範本。
- C 依本規則所為之每一規定(及其開始生效之保險年度)及建議，應詳載於通知並立即寄送給每位船東，且該通知應於該規定或建議生效後，其

included in or with every copy of the Rules issued by the Association after such regulation or recommendation comes into force.

副本應附於本協會發行之每一協會規章上。

RULE 35

MANAGERS' REMUNERATION

The Managers shall be remunerated by the Association on such basis as may be approved by the Directors.

規則 35

協會經理人之報酬

本協會應依董事會核可之基礎，給付報酬予協會經理人。

RULE 36

CLAIMS

- A Without prejudice to any other provision of these Rules and without waiving any of the Association's rights hereunder, the Managers may at any and all times appoint and employ on behalf of the Owner upon such terms as the Managers may think fit lawyers, surveyors or other persons for the purpose of dealing with any matter liable to give rise to a claim by an Owner upon the Association, including investigating or advising upon any such matter and taking or defending legal or other proceedings in connection therewith, The Managers may also at any time discontinue such employment if they think fit.
- B All lawyers, surveyors and other persons appointed by the Managers on behalf of the Owner or appointed by the Owner with the prior consent of the Managers shall at all times be and be deemed to be appointed and employed on the terms that they have been instructed by the Owner at all times (both while so acting and after having retired from the matter) to give advice and to report to the Association in connection with the matter without prior reference to the Owner and to produce to the Association without prior reference to the Owner any documents or information in their possession or power relating to such matter, all as if such person had been appointed to act and had at all times been acting on behalf of the Association.

規則 36

求償

- A 在不影響協會規章其他規定及不放棄本協會依協會規章所享有之權利下，協會經理人得隨時以其認為適合之方式，代表船東委派及僱用律師、檢定師或其他人，以處理可能導致船東向本協會請求補償之任何情事，包括對該情事進行調查或意見之提供，及進行與其有關之法律或其他程序或抗辯。協會經理人於其認為合宜時，亦得隨時停止該僱用。
- B 協會經理人代船東委任或船東於協會經理人事先同意下所委任之所有律師、檢定師或其他人，應視為是以下列條件被委任及僱用：就如同這些人係受本協會委任代表本協會行為並已如此行為般，其在船東之指示下(包括於行為時及不續行處理該情事後)，就該情事有關事項向本協會為意見之提供及報告，而毋須先照會船東，並向本協會提供在其占有中或權限內之所有文件或資料，而不需先照會船東。

RULE 37

POWERS OF THE MANAGERS RELATING TO THE HANDLING AND SETTLEMENT OF CLAIMS

- A The Managers shall have the right if they so decide to control or direct the conduct of any claim or legal or other proceedings relating to any liability, loss or damage in respect whereof the Owner is or may be insured in whole or in part, and to require the Owner to settle, compromise or otherwise dispose of such claim or proceedings in such manner and upon such terms as the Managers see fit.

規則 37

協會經理人處理及解決求償之權限

- A 協會經理人有權控制或指揮與船東全部或一部獲保之任何責任、損失或損害有關之任何求償行為或法律或其他程序，並有權要求船東以協會經理人認為合宜之方式及條件，解決、和解或處置該求償或程序。

- B If the Owner does not settle, compromise or dispose of a claim or of proceedings after being required to do so by the Managers in accordance with paragraph (A) of this section, any eventual recovery by the Owner from the Association in respect of such claim or proceedings shall be limited to the amount he would have recovered if he had acted as required by the Managers.
- C The Association is under no obligation to provide bail or other security on behalf of any Owner, but where the same is provided it shall be on such terms as the Managers may consider appropriate and shall not constitute any admission of liability by the Association for the claim in respect of which the bail or other security is given. It shall be a condition of the provision of bail or other security that the Owner shall indemnify the Association for any costs or liability arising therefrom or associated therewith, save to the extent that such costs or liability would have been recoverable from the Association if the Owner had incurred them directly.

- B 若船東未依照協會經理人依本規則第 A 項所提出之要求，解決、和解或處置求償或程序，該船東就該求償或程序所能向本協會請求補償之最終數額，應限於船東若依協會經理人要求而為作為時所能求償之數額。
- C 協會並無代替任何船東提供保釋或其他擔保之義務，然當協會有提供是項服務時，其應依協會經理人認為適當之條件為之，且不應構成協會對於保釋或擔保提供有關求償責任之承認。船東就該保釋或擔保提供所生或連帶所生之任何成本或責任應補償協會，除如該成本或責任為船東直接所生且本得向協會求償之額度外，應作為協會提供是項保釋或擔保之條件。

RULE 38

MEETINGS OF THE DIRECTORS

The Directors shall meet as often as they may consider necessary for the settlement of claims which shall be paid by the Association as the Directors may determine in accordance with these Rules and the Directors shall have power from time to time to authorise the Managers, without prior reference to the Directors, to effect payment of claims of such types and up to such sums as the Directors may determine. No Director shall act as such in the settlement of any claim in which he is interested.

規則 38

董事會會議

對於某求償之解決認為有必要時，董事會應召開會議，以決定依照協會規章，本協會是否必須給付該求償；董事會並得隨時授權協會經理人，於不事先照會董事會之情形下，依董事會決定之求償類型及數額為給付。某董事與欲解決之求償有利害關係者，不得參與上述行為。

RULE 39

FORBEARANCE AND REIMBURSEMENT

- A No act, omission, course of dealing, forbearance, delay or indulgence by the Association in enforcing any of these Rules or any of the terms or conditions of its contracts with Owners nor any granting of time by the Association shall prejudice or affect the rights and remedies of the Association under these Rules or under such contracts, and no such matter shall be treated as any evidence of waiver of the Association's rights thereunder, nor shall any waiver of a breach by an Owner of such Rules or contracts operate as a waiver of any subsequent breach thereof. The Association shall at all times and without notice been titled to insist on the strict application of these Rules and on the strict enforcement of its contracts with Owners.
- B The Owner shall reimburse to the Association on demand the amount of any payment made to any third party by the

規則 39

權利執行延緩及補償

- A 本協會於執行協會規章或其與船東所訂契約之任何條款或條件時，其作為、不作為、處理方式、權利執行延緩、遲延或寬容，及本協會所應允之時效延緩，均不能影響或有損本協會依協會規章或該契約所享有之權利及救濟方法，亦不能做為本協會放棄該等權利之證據；本協會對某船東違反協會規章或該契約之棄權，亦不能視為對嗣後任何違反情事之棄權。本協會有權在任何時間且無須通知地，堅持協會規章之嚴格適用以及其與船東間契約之嚴格履行。
- B 本協會代表船東或以船東保證人身分付支付給第三人之款項，對於協

Association on behalf of or as guarantor for such Owner to the extent that such payment is in respect of any amount which in the opinion of the Managers is not recoverable from the Association.

RULE 40

DISPUTES

- A The Owner hereby submits to the jurisdiction of the High Court of Justice of England in respect of any action brought by the Association to recover sums which the Association may consider to be due to it from the Owner. Without prejudice to the foregoing the Association shall be entitled to commence and maintain in any jurisdiction any action to recover sums which the Association may consider to be due to it from the Owner.
- B Save as provided in Section 4 of Rule 22, if any other difference or dispute shall arise between an Owner or any other person and the Association out of or in connection with these Rules or any contract between the owner and the Association or as to the rights or obligations of the Association or the Owner or any other person thereunder or in connection therewith, such difference or dispute shall in the first instance be referred to and adjudicated upon by the Directors, unless the Directors elect to waive such adjudication, whereupon the Owner or any other person concerned shall be entitled to refer the difference or dispute to arbitration in accordance with the provisions of paragraph C of this Rule. Such reference and adjudication shall be on written submissions only.
- C If the Owner or any other person concerned in such difference or dispute does not accept the decision of the Directors it shall be referred to the arbitration in London of two Arbitrators (one to be appointed by the Association and the other by such Owner or any other person) and an Umpire to be appointed by the Arbitrators, and the submission to arbitration and all the proceedings therein shall be subject to the provisions of the English Arbitration Act, 1996, and any statutory modification or re-enactment thereof.
- D No Owner or any other person shall be entitled to maintain any action, suit or other legal proceedings against the Association upon any such difference or dispute
- i. unless and until the same has been so referred to the Directors for adjudication under paragraph (B) of this Rule and the Directors shall have given their decision thereon or the reference to such adjudication shall have been waived in accordance with the proviso to paragraph (B) of this Rule, and
 - ii. if such decision is not accepted by such Owner or any other person or if the reference to such adjudication shall have been waived, unless and until such difference or dispute shall have been referred to arbitration as provided in paragraph (C) of this Rule and the Award in such

會經理人認為該款項不能向本協會請求補償之範圍，船東一經要求即應返還該款項予本協會。

規則 40

爭議

- A 對於本協會為追償其認為船東應付給本協會任何款項而提起之任何訴訟，船東同意提交英國高等法院管轄。在不影響前述規定下，本協會為追償其認為船東應付給本協會任何款項，有權於任何管轄區域提起訴訟。
- B 除規則 22 第 4 節規定外，若船東或任何其他人士與本協會間對於協會規章或船東與本協會間之契約或因本協會或船東依協會規章或有關本協會或船東或任何其他人士之權利或義務有其他爭議或糾紛時，應先將該爭論或糾紛提交給董事會裁決，然除非董事會選擇放棄是項裁決，此時船東或任何其他相關人有權將本爭議或糾紛依本規則 C 項規定交付仲裁。該提出及裁決，僅能以書面為之。
- C 若涉及爭論或糾紛之船東或任何其他關係人不接受董事會之裁決，則其應於倫敦提付仲裁。仲裁庭由兩位仲裁人(本協會及船東或任何其他關係人各指定一位仲裁人)，及該兩位仲裁人指定之主任仲裁人組成之。仲裁之提付及所有仲裁程序，應適用 1996 年英國仲裁條例及其法定修正或修訂。
- D 船東或任何其他關係人不得就任何爭論或糾紛，對本協會提起任何訴訟、起訴或其他法律程序：
- i. 除非該爭論或糾紛已依本規則第 B 項提請董事會裁決，且董事會並已作成裁決，或該裁決之提請已依本規則第 B 項之但書規定而棄權；及
 - ii. 若船東或任何其他關係人不接受該裁決，或該裁決之提請已被棄權，則除非該爭論或糾紛已依本規則第 C 項提付仲裁，且已作成仲裁判斷；及

- reference shall have been published, and
- iii. then only for such sum (if any) as the Award may direct to be paid by the Association, and
 - iv. the sole obligation of the Association to such Owner or any other person under these Rules and any contract between the owner and the Association or otherwise howsoever in respect of any such dispute or difference shall be to pay such sum as may be directed by such an Award.

RULE 41

NOTICES

- A A notice or other document required under these Rules to be served on the Association may be served by sending it by courier or through the post in a prepaid letter or by sending it by telegram, cable, radio telegraph or facsimile transmission (fax) addressed to the Association at the Association's registered office for the time being.
- B A notice or other document required under these Rules to be served on an Owner may be served by sending it by courier or through the post in a prepaid letter or by sending it by telegram, cable, radio telegraph, telex or facsimile transmission (fax) addressed to such Owner:
- i. at the address which shall have been expressly furnished by him to the Association as the address at which notices from the Association may be served upon him, or,
 - ii. if no such address shall have been furnished, at his address as appearing in the Register of Members, or,
 - iii. if such Owner is not and was not a Member, at the address which is his last known address to the knowledge of the Managers.
- In the case of Joint Owners all such notices or other documents shall be served upon the Joint Owner whose address has been furnished in accordance with sub-paragraph (i) above, or, if no such address has been furnished, upon the senior of the Joint Owners and such service shall be sufficient service on all the Joint Owners. For this purpose seniority as between Joint Owners shall be determined by the order in which the names stand as Joint Owners in the Register of Members.
- C Any such notice or other document if served by courier or by post shall be deemed to have been served on the day following the day on which the letter containing the same was handed to the courier or put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice or document was properly addressed and handed to the courier or put into the post as a prepaid letter. Any such notice or other document if served by telegram, cable, radio telegraph, telex or facsimile transmission (fax) shall be deemed to have been served on the day on which it was handed in to the telegraph, cable or radio telegraph office or, in the case of telex, or facsimile transmission (fax), despatched, and in proving such service it shall be sufficient to prove that such telegram, cable or radio telegraph was duly

- iii. 以仲裁判斷命令本協會應給付之金額為限；及
- iv. 於協會規章及船東及本協會間之契約或有關該爭論或糾紛之任何其他事項，本協會對該船東或任何其他關係人之唯一義務僅係給付仲裁判斷所裁定之數額。

規則 41

通知

- A 依協會規章應發送給本協會之通知或其他文件，得以快遞或預付郵資信函，或以電報、海底電報、無線電報或傳真，發送至本協會當時登記所在地給本協會。
- B 依協會規章應發送給船東之通知或其他文件，得以快遞或預付郵資信函，或以電報、海底電報、無線電報、商務交換電報或傳真，發送至下列地址給船東：
- i. 船東曾明示提供給本協會，做為本協會寄發通知給該船東之地址；或
 - ii. 若未曾提供該地址，則以會員名簿上之地址為準；或
 - iii. 若該船東現在及過去均非會員，則以協會經理人最後知悉之地址為準。
- 在共同船東之情形下，所有通知或其他文件應寄給曾依前述第 i 款提供地址之共同船東；若未曾提供該地址，則寄送至共同船東中年資最長者。該送達應視為已對共同船東全體為送達。共同船東之年資，係依其在會員名簿中之排名順序決定之。
- C 以快遞或郵寄方式送達之通知或其他文件，視為於附有該通知或文件之信函交給快遞或投郵之翌日已送達；就此送達之證明，只要證明附有該通知或文件之信函所載地址正確，並已交給快遞或以預付郵資信函投郵即可。以電報、海底電報、無線電報、商務交換電報或傳真送達之通知或其他文件，視為於交給電報、海底電報或無線電報局當日已送達，或於傳送商務交換電報或傳真當日已送達；就此送達之證明，只要證明電報、海底電報或無線電報確已交付拍發，或通知或其

handed in or, in the case of telex or facsimile transmission (fax) that the notice or other document was duly despatched.

- D The successors of anyone who is or was at any time an Owner of an entered ship shall be bound by a notice or other document served as aforesaid if sent to the last such address of such Owner notwithstanding that the Association may have notice of the Owner's death, disability, lunacy, bankruptcy or liquidation.

RULE 42

LAW OF CONTRACT

Any contract of insurance howsoever made between the Association and an Owner shall be deemed to have been concluded in Taiwan unless otherwise stated in such contract, and both these Rules and any such contract shall be governed by and construed in accordance with English law.

RULE 43

DELEGATION

- A Whenever any power, duty or discretion is conferred or imposed upon the Managers by virtue of these Rules, such power, duty or discretion may, subject to any terms, conditions or restrictions contained in these Rules, be exercised by any one or more of the Managers or by any servant or agent of the Managers to whom the same shall have been delegated or sub-delegated.
- B Whenever any power, duty or discretion is stated in these Rules to be vested in the Directors, such power, duty or discretion shall be exercisable by the Directors unless the same shall have been delegated to any Committee of the Directors or to the Managers in accordance with the provisions as regards delegation contained in the Bye-Laws, in which event the power, duty or discretion may be exercised by any person to whom the same shall have been so delegated.

RULE 44

DEFINITIONS

In these Rules the words standing in the first column of the table next hereinafter contained shall bear the meanings set opposite to them respectively in the second column thereof, if not inconsistent with the subject or context:

Act The Merchant Marine Mutual Steam Ship 本法

他文件確已由商務交換電報或傳真傳送即可。

- D 無論本協會是否已知該船東死亡、失能、心神喪失、破產或清算，依前述方式送達至該船東之最後地址之通知或其他文件，現在或過去是入會船舶船東之繼承人應受該送達之拘束。

規則 42

契約之準據法

本協會與任一船東間所締結之任何保險契約應視為於台灣所締結，且除該契約另有相反記載外，協會規章及該任何契約應受英國法規範並依英國法解釋之。

規則 43

授權

- A 協會規章賦與協會經理人之任何權力、職務或裁量權限，得依協會規章之條款、條件或限制，由一位或多位協會經理人行使之，或由獲授權或再授權之協會經理人之受雇人或代理人為之。
- B 協會規章賦與董事會之權力、職務或裁量權，應由董事會行使之，除非該權力、職務或裁量權已依協會章程有關授權規定，授權給董事會下之任一委員會或協會經理人，此時該權力、職務或裁量權得由獲授權之人為之。

規則 44

定義

於協會規章中，下列第一欄之名詞，在不抵觸標題或內容之情形下，有下列與其相對之第二欄所載之定義：

海商人互保(台灣)協會 1993 年合併

	Assurance Association (Taiwan) Limited Consolidation and Amendment Act 1993 and every modification thereof for the time being in force.		暨修正法及其現時有效之任何修正。
Applicant Owner	In relation to a ship which is desired or intended to be entered for insurance in the Association, means owner, owners in partnership, owners holding separate shares in severalty, part owner, mortgagee, trustee, charterer, operator, manager or builder of such ship and any other person (not being an insurer seeking reinsurance), by or on whose behalf an application has been, is being or is. to be made for the entry of the same in the Association for insurance whether he be or is to be a Member or not.	船東申請人	對於需要或意欲加入本協會保險之船舶，由其船東、合夥船東、各自持股之船東、分別共有人、共同共有人、抵押權人、受託人、租傭船人、船舶營運人、船舶經理人、建造人及其他人(非尋求再保險之保險人)或代表這些人等，已經、正要或將申請加入本協會保險，而不論其是否已為或將為本協會之會員。
Association	The Merchant Marine Mutual Steam Ship Assurance Association (Taiwan) Limited.	本協會	海商人互保(台灣)協會。
Associations	The Merchant Marine Mutual Steam Ship Assurance Association (Taiwan) Limited and The Merchant Marine Mutual Steam Ship Assurance Association (Asia) Limited.	協會	海商人互保(台灣)協會及海商人互保(亞洲)協會
Bye-Laws	The Bye-Laws for the time being of the Association.	章程	本協會目前適用之章程。
Call entry	An insurance on terms that the Owner is bound to pay calls to the Association.	攤付金入會	以船東應支付攤付金給本協會為條件之保險。
Calls	Sum or sums payable to the Association in respect of an entered ship pursuant to Rules 19 to 23, including Mutual Premiums, Supplementary Premiums and Overspill Calls.	攤付金	入會船舶依規則 19 至 23 應支付給本協會之任一或數款項， <u>包括互助保費、追加保費及溢額攤付金</u> 。
Cargo	Goods, including anything used or intended to be used to pack or secure goods, in respect of which an Owner enters into a contract of carriage, but excluding containers or other equipment owned or leased by the Owner.	貨物	船東與之訂立運送契約之貨品，包括用於或欲用於貨品包裝或保護之任何物件，但不包括船東所有或承租之貨櫃或其他設備。
Catastrophe Reserve	Any reserve maintained by the Association pursuant to Rule 24(B)(i).	巨災準備金	本協會依規則 24 第 B 項 i 款保留之準備金。
Closed policy year	A policy year of the Association which has been closed in accordance with the provisions of Rule 25.	結束保險年度	業依規則 25 結束之本協會之保險年度。
Convention Limit	In respect of a ship, the limit of liability of the owner of that ship for claims (other than claims for loss of life or personal injury) at the Overspill Claim Date, calculated in accordance with Article 6 paragraph 1(b) of the International Convention on Limitation of Liability for Maritime Claims 1976 (the "Convention") and converted from Special Drawing Rights into United States Dollars at the rate of exchange conclusively certified by the Association as being the rate prevailing on the Overspill Claim Date, provided that, (a) where a ship is entered for a proportion (the "relevant proportion") of its tonnage only, the Convention Limit shall be the relevant proportion of the limit of liability calculated and converted as aforesaid,	公約限額	一船之船東就該船舶之求償(人命傷亡以外之求償)於溢額求償日依 1976 年國際海事求償責任限制公約("公約")第六條第一項(b)款規定計算所得之責任限額，並按本協會依溢額求償日所證明之匯率，自特別提款權兌換成美元，惟(a)當某船舶係僅以其噸位比例入會時(相關比例)，公約限額應為以前述方式計算及兌換之責任限額乘以該比例；且(b)不論該公約是否有相反規定，每一艘船應視為該公約所適用之海船。

	and (b) each ship shall be deemed to be a sea-going ship to which the Convention applies, notwithstanding any provision in the Convention to the contrary.		
Directors	The Board of Directors for the time being of the Association.	董事會	本協會目前之董事會。
Entered ship	A ship which has been entered in the Association for insurance.	入會船舶	已加入本協會保險之船舶。
Entered tonnage	The tonnage figure recorded as entered tonnage in the Certificate of Entry of an entered ship and used for the purposes of calculation of calls and, where applicable, for the limitation of claims under Rule 5(B) (ii), whether (a) the tonnage of the ship or (b) a proportion of the tonnage of the ship or (c) a figure exceeding the tonnage of the ship.	入會噸數	於入會船舶之入會證書上記載為入會噸數並用以計算攤付金及依規則 5 第 B 項 ii 款求償限制之噸位數字，而不論是(a)該船舶之噸數或(b)該船舶噸數之某比例或(c)該數字超過該船舶之噸數。
Fines	Includes penalties and other impositions similar in nature to fines.	罰款	包括罰金及其他與罰款性質相似之處罰。
Fixed premium	A fixed premium payable to the Association in respect Of an entered ship pursuant to Rule 9.	固定保費	入會船舶依規則 9 應支付給本協會之固定保費。
Fixed premium entry	An insurance on terms that the Owner is bound to pay a fixed premium to the Association.	固定保費入會	以船東應支付固定保費給本協會為條件之保險。
Group Excess Reinsurance Policies	The excess of loss reinsurance policies effected by the parties to the Pooling Agreement.	集團超額再保保單	攤賠協定成員投保之超額損失再保險契約。
Group Reinsurance Limit	The amount of the smallest claim (other than any claim arising in respect of oil pollution) incurred by the Association or by any other party to the Pooling Agreement which would exhaust the largest limit for any type of claim (other than a claim arising in respect of oil pollution) from time to time imposed in the Group Excess Reinsurance Policies.	集團再保限額	於用盡集團超額再保單可為各種求償(非涉及油污染之求償)所規定之最大限額後，本協會或其他攤賠協定成員所生之最小求償數額(非涉及油污染之求償)。
Hull policy	A policy effected on the hull and machinery of a ship including an Excess Liability Policy.	船體保單	針對船舶之船體及機器所投保之保險契約，包括超額責任保險契約。
Insurance	Any insurance or reinsurance.	保險	保險或再保險。
In writing	Written, printed or lithographed, or visibly expressed in all or any of those or any other modes of representing or reproducing words.	書面	書寫、印刷或石版印刷，或以任何目視可見或其他表示或複製文字之表現方式。
Managers	The Managers for the time being of the Association.	協會經理人	本協會目前之經理人。
Member	A Member for the time being of the Association.	會員	本協會目前之會員。
Overspill Call	A call levied by the Association pursuant to Rule 22 for the purpose of providing funds to pay all or part of an Overspill Claim.	溢額攤付金	本協會為作為支付溢額求償全部或一部資金之目的而依規則 22 所徵收之攤付金。
	That part (if any) of a claim (other than a claim	溢額求償	本協會或其他攤賠協定成員依船舶入會條款所生超過或可能超過集團

Overspill Claim	in respect of oil pollution) incurred by the Association or by any other party to the Pooling Agreement under the terms of entry of a ship which exceeds or may exceed the Group Reinsurance Limit.		再保限額之求償(非涉及油污染之求償)。
Overspill Claim Date	In relation to any Overspill Call, the time and date on which there occurred the event giving rise to the Overspill Claim in respect of which the Overspill Call is made or, if the Policy Year in which such event occurred has been closed in accordance with the provisions of Rules 25(C)(i) and 25(C)(ii), noon GMT on 20th August of the Policy Year in respect of which the Association makes a declaration under Rule 25(C)(iii).	溢額求償日	發生徵收溢額攤付金之溢額求償事件之時間及日期，或若發生該事件之保險年度已依規則 25 第 C 項 i 款及規則 25 第 C 項 ii 款之規定結束時，本協會依規則 25 第 C 項 iii 款為聲明之保險年度之 8 月 20 日格林威治標準時間中午。
Owner	In relation to an entered ship means owner, owners in partnership, owners holding separate shares in severalty, part owner, mortgagee, trustee, charterer, operator, manager or builder of such ship and any other person (not being an insurer reinsured under Rule 13) named in the certificate of entry or endorsement slip, by or on whose behalf the same has been entered in the Association whether he be a Member or not.	船東	入會證書或批單上所載入會船舶之船東、合夥船東、各自持股份之船東、分別共有人、共同共有人、抵押權人、受託人、租傭船人、船舶營運人、船舶經理人、建造人及其他人(非依規則 13 為再保險之保險人) 或代表這些人等已將該船加入本協會，而不論其是否已為會員。
Policy year	A year from noon G.M.T. on any 20th February to noon G.M.T. on the next following 20th February.	保險年度	自 2 月 20 日格林威治標準時間中午至翌年 2 月 20 日格林威治標準時間中午之一年期間。
Pooling Agreement	The agreement dated 17th November 1992 between certain members of the group known as the International Group of Protection and Indemnity Associations and any addendum, variation, or replacement of the said agreement, or any other agreement of a similar nature or purpose.	攤賠協定	國際防護與補償協會集團成員間於 1992 年 11 月 17 日所簽訂協定，及該協定之任何增訂、修訂或替代協定，或其他類似性質或目的之協定。
Premium rating	The agreed rating per ton entered for insurance upon which Calls are payable to the Association according to the terms of such ship's entry for insurance in the Association.	保費費率	依船舶入會本協會保險之約定條件，為入會保險而應支付攤付金給本協會所協議之每噸費率。
Rules	These Rules as originally framed or as from time to time altered, abrogated or added to and for the time being in force.	協會規章	目前有效之最初制定之協會規章或其變更、廢止或增訂。
Seaman	Any person (including the Master and apprentices) employed as part of a ship's complement under the terms of a crew agreement or other contract of service or employment to serve on board an entered ship, whether or not on board that ship.	海員	依船員契約或其他服務或傭用契約約定，受僱於入會船舶上服務之人(包括船長及見習生)而為該船法定船員人數之一員，而不論其是否於該船上。
Ship	Ship (in the context of a ship entered or proposed to be entered in the Association) shall mean ship, boat, hovercraft or other description of vessel or structure (including any ship, boat, hovercraft or other vessel or structure under construction) used or intended to be used for any purpose whatsoever in navigation or otherwise on, under, over or in water or any part thereof or any proportion of the tonnage thereof or any share therein.	船舶	(就加入或擬加入本協會之船舶而言)為或擬為任何目的航行或以其他方式於水面、水下、水上或水中之船舶、小艇、水翼船或其他種類之船舶或構造物(包括建造中之船舶、小艇、水翼船或其他船舶或構造物)，或其一部或其噸數之比例或其持分。
			規則 2 第 17 節但書 a 所指之運送條

Standard terms of carriage	The terms of carriage referred to in Proviso (a) to Rule 2 Section 17.	標準運送條款。
Statutory obligation	Any obligation, liability or direction imposed by any legislative enactment, decree order or regulation having the force of law in any country.	法定義務 任何國家有法律效力之立法、法令或規則所課以之任何義務、責任或指示。
Successors	In relation to all the persons hereinbefore specified in connection with "Owner" and "Applicant Owner" and in relation to any other person whatsoever by whom or on whose behalf a ship shall have been entered for insurance or reinsurance in the Association, shall include their heirs, executors, administrators, personal representatives, assigns (when permitted under these Rules), receiver, curator or other person authorised to act on behalf of one who becomes incapable by reason of mental disorder of managing his property or affairs, trustee in bankruptcy, liquidator and other successors whatsoever.	繼受人 就與前述"船東"及"船東申請人"有關之任何人及已將船舶加入本協會保險或再保險之其他人而言，包括其繼承人、遺囑執行人、遺產管理人、私人代表、受讓人(當協會規章准許時)、財產接管人、臨時監護人、其它被授權代理因精神錯亂不能處理自己財產或事務者之人、破產管理人、清算人及其他繼受人。
Ton	The unit of tonnage.	噸 噸數之單位。
Tonnage	The register tonnage of a ship as certified in the Certificate of Registry of such ship or in any other official document relating to the registration of such ship.	噸數 於船舶之登記證書上或其他關於該船登記之其他官方文件上所載該船之登記噸數。
	Words importing the singular number only shall include the plural number and vice versa.	表示單數之用語，應包括複數在內，反之亦然。
	Words importing the masculine gender only shall include the feminine gender.	表示男性之用語，應包括女性在內。
	Words importing persons shall include corporations.	表示人之用語，應包括公司在內。

規章附錄 ADDENDUM TO THE RULES

CLAUSES REFERRED TO IN CERTIFICATES OF ENTRY OR ENDORSEMENT SLIPS.

This Addendum contains full wordings of clauses which may be incorporated in the terms and conditions on which a ship is entered in the Association, by means of a short form reference to such clause in the Certificate of Entry or in an Endorsement Slip.

Paperless Trading Endorsement

- 1) There shall be no recovery from the Association in respect of any liability, cost or expense whatsoever or howsoever arising, whether directly or indirectly, out of or in consequence of:
 - (a) the Member's participation in or use of any system or contractual arrangement the predominant purpose of which is to replace paper-based documentation in shipping and/or international trade with electronic messages, including, without limitation, the Bolero system (any such system or arrangement being referred to in this endorsement as a "paperless system"), or
 - (b) a document which is created or transmitted under a paperless system which document contains or evidences a contract of carriage, or
 - (c) the carriage of goods pursuant to such a contract of carriage, save to the extent that the Association in its sole discretion may determine that such liability, cost or expense would have arisen and would have been covered by the Association if the Member had not participated in or used a paperless system and any contract of carriage had been contained in or evidenced by a paper document.
- 2) For the purpose of this endorsement a "document" shall mean anything in which information of any description is recorded, including, but not limited to, computer or other electronically generated information.

Clean Cargo Clause

- 1) It is hereby agreed that the ship will not carry persistent oil as cargo during the policy year. If persistent oil is carried as cargo at any time during any quarter then the premium rating shall be increased for that quarter only by the amount per entered ton set out in the reference to this clause in the Certificate of Entry/ Endorsement.
- 2) The owner shall make a quarterly declaration in arrears at the end of each quarter ending 20th May, 20th August, 20th

入會證明或批單上之附加條款

本附錄各條款之完整用語，得以其在入會證明或批單上之條款簡稱，併入船舶入會於本協會之條件與條款中。

無紙化貿易條款

- 1) 因或由於下列因素，無論為何原因亦無論直接或間接所致之任何責任、成本或費用，均不得向本協會提出求償：
 - (a) 會員參與或使用任何以電子資料，包括但不限於 Bolero 系統(於本條款，任何該系統或安排均以「無紙化系統」稱之)，以取代海運及國際貿易書面文件基礎之任何系統或契約安排；或
 - (b) 依某無紙化系統所製作或傳輸，其內包含運送契約或為運送契約證明之文件；或
 - (c) 依前述運送契約所進行之貨物運送，然對於會員並未參與或使用無紙化系統且已經以書面文件方式訂定運送契約或為運送契約之證明者，本協會得裁量該所生之責任、成本或費用是否為本協會所承保。
- 2) 為本條款之目的，稱「文件」者，應指已被紀錄之任何形式之資料，包括但不限於以電腦或其他電子形式產生的資料。

清潔貨物條款

- 1) 謹此同意船舶於保險年度內不會運載任何具持續性質之貨油。如於任一季之任何期間有運載具持續性質貨油的話，則應依有加註本條款之入會證明或批單上所規定之每一入會噸位保費額度增收該季保費。
- 2) 船東應於五月二十日、八月二十日、十一月二十日及二月二十日每季結束後，

November, 20th February, as soon as practicable and in no event later than two calendar months after the end of each quarter, stating, as appropriate, either

- i. that the ship has traded dry (in the case of an OBO) or with clean products (in the case of a tanker) during the relevant quarter and the date of commencement of such change in trade, or
- ii. that the ship has traded wet (in the case of an OBO) or with dirty products (in the case of a tanker) during the relevant quarter, and the date of commencement of such change in trade.

3) If the owner fails to notify the Managers in accordance with paragraph (2) (ii) above, the owner shall cease to be insured by the Association in respect of this ship with effect from the date of the commencement of loading persistent oil as cargo (the date of cessation). The terms of Rule 28(b) shall apply. Provided always that the Directors may in their discretion and upon such terms as they think fit reinstate the entry of the ship or admit in whole or in part any claim in respect of the ship for which the Association is not liable by virtue of the insurance having ceased in accordance with this paragraph (3).

4) For the purposes of this clause, "Persistent Oil" is all persistent hydro-carbon mineral oils other than those falling within the definition of "Non-persistent Oil" set out below.

"Non-persistent Oil" is oil which consists of hydro-Carbon fractions:

- (a) at least 50% of which, by volume, distils at a temperature of 340 degrees C, and
- (b) at least 95% of which distils at a temperature of 370 degrees C when tested by the ASTM Method D S6/78 or any subsequent revision thereof.

Dry Cargo Clause

1) Warranted carrying dry bulk Cargoes only or held covered on terms to be agreed subject to prior notice being given to the Association. If persistent oil is carried as cargo during any quarter then the premium rating shall be increased for that quarter only by the amount per entered ton set out in the reference to this clause in the Certificate of Entry/Endorsement. If non-persistent oil is carried as cargo during any quarter then the premium rating shall be increased for that quarter Only by the amount per entered ton set out in the reference to this liaise in the Certificate of Entry/Endorsement.

2) The owner shall make a quarterly declaration in arrears at the end of each quarter ending 20th May, 20th August, 20th November, 20th February, as soon as practicable and in no event later than two calender months after the end of each

且任何情況下不應晚於該季結束後之二個曆月內，儘速就下列任一事項提出每季聲明：

- i. 於該季，船舶係運載乾(於油礦船時)或清潔貨品(於油輪時)，及變更該運載貨品之日期；或
- ii. 於該季，船舶係運載濕(於油礦船時)或不潔貨品(於油輪時)，及變更該運載貨品之日期。

3) 如船東未依前述第二項第 ii 款通知協會經理人，該船東於本協會有關該船之承保於該持續性貨油裝船之日起(中止日)即行中止。並適用協會規章 28(b)項規定。但書：協會董事得以其意見並以其認為適合之條件，回復對該船之入會承保，或對於依本條款第三項保險中止而使本協會無須負責之任何求償，予以全部或一部承認。

4) 為本條款之目的，稱「持續性油料」者係指除下列「非持續性油料」定義以外之所有具持續性質之碳氫礦物油料：

「非持續性油料」係指包含下列碳氫成分之油料：

- (a) 溫度攝氏三百四十度時，蒸餾數量上至少達百分之五十以上者，及
- (b) 依美國材料檢測協會 ASTM 第 D 86/78 號檢測法或其後修訂之方法加以檢測，溫度攝氏三百七十度時，蒸餾量至少達百分之九十五以上者。

乾貨物條款

1) 謹擔保運送乾散裝貨物僅於事先通知本協會同意下予以承保或續保。如於任一季之任何期間有運載具持續性貨油的話，則應依有加註本條款之入會證明或批單上所規定之每一入會噸位保費額度增收該季保費。如於任一季有運載具非持續性貨油的話，則應依有加註本條款之入會證明或批單上所規定之每一入會噸位保費額度增收該季保費。

2) 船東應於五月二十日、八月二十日、十一月二十日及二月二十日每季結束後，且任何情況下不應晚於該季結束後之二個曆月內，儘速就下列任一事項適當地

quarter, stating, as appropriate, either (i) that the ship has traded dry (in the case of an OBO) or with clean products (in the case of a tanker) during the relevant quarter and the date of commencement of such change in trade or (ii) that the ship has traded wet (in the case of an OBO) or with dirty products (in the case of a tanker) during the relevant quarter, and the date of commencement of such change in trade.

3) If the owner fails to notify the Managers in accordance with paragraph (2) (ii) above, the owner shall cease to be insured by the Association in respect of this ship with effect from the date of the commencement of loading persistent oil as cargo (the date of cessation). The terms of Rule 28(b) shall apply. Provided always that the Directors may in their discretion and upon such terms as they think fit reinstate the entry of the ship or admit in whole or in part any claim in respect of the ship for which the Association is not liable by virtue of the insurance having ceased in accordance with this paragraph (3).

4) For the purposes of this clause, "Persistent Oil" is all persistent hydro-carbon mineral oils other than those falling within the definition of "Non-persistent Oil" set out below.

"Non-persistent Oil" is oil which consists of hydro-carbon fractions:

(a) at least 50% of which, by volume, distils at a temperature of 340 degrees C, and

(b) at least 95% of which distils at a temperature of 370 degrees C when tested by the ASTM Method D 86/78 or any subsequent revision thereof.

U.S. Oil Pollution Clause 20/2/2007

It is hereby agreed that for the 2007 policy year this entry includes cover in accordance with the Association's Rules for oil pollution claims arising out of any incident to which the United States Oil Pollution Act 1990 is applicable, on the terms and conditions set out below and subject to the limits of liability provided in Rule 5(B).

For the purposes of this Clause, "U.S. Voyage" is any cargo voyage involving loading or discharging persistent oil as cargo at any port or place in the United States of America or within the Exclusive Economic Zone of the U.S.A. as defined in the United States Oil Pollution Act, 1990;

"Persistent oil" is all persistent hydro-carbon mineral oils other than those falling within the definition of "non-persistent oil" set out below.

"Non-persistent oil" is oil which consists of hydro-carbon fractions:

(1) at least 50% of which, by volume, distils at a temperature of 340 degrees C, and

提出每季聲明：(i) 於該季，船舶係運載乾(於油礦船時)或清潔貨品(於油輪時)，及變更該運載貨品之日期；或 (ii) 於該季，船舶係運載濕(於油礦船時)或不潔貨品(於油輪時)，及變更該運載貨品之日期。

3) 如船東未依前述第二項第 ii 款通知協會經理人，該船東於本協會有關該船之承保於該持續性貨油裝船之日起(中止日)即行中止。並適用協會規則第二十八節(b)項規定。但書：協會董事得以其意見並以其認為適合之條件，回復對該船之入會承保，或對於依本條第三項保險中止而使本協會無須負責之任何求償，予以全部或一部承認。

4) 為本條款之目的，稱「持續性油料」者係指除下列「非持續性油料」定義以外之所有具持續性質之碳氫礦物油料：

「非持續性油料」係指包含下列碳氫成分之油料：

(a) 溫度攝氏三百四十度時，蒸餾數量上至少達百分之五十以上者，及

(b) 依美國材料檢測協會 ASTM 第 D 86/78 號檢測法或其後修訂之方法加以檢測，溫度攝氏三百七十度時，蒸餾量至少達百分之九十五以上者。

美國油污染條款 20/2/2007

謹此同意，於本 2007 保險年度，在適用下列條件條款及適用規則 5(B)所規定之責任限制下，本協會規章所承保之油污染求償應包括適用美國 1990 年油污染法之任何事件。

為本條款之目的，「美國航程」意指，一如美國 1990 年油污染法所定義，於美國境內或其專屬經濟區內之任何港口或地點裝卸持續性貨油之任何貨物航程；

「持續性油料」者係指除下列「非持續性油料」定義以外之所有具持續性質之碳氫礦物油料

「非持續性油料」係指包含下列碳氫成分之油料：

(1) 溫度攝氏三百四十度時，蒸餾數量上至少達百分之五十以上者，

- (2) at least 95% of which distills at a temperature of 370 degrees C when tested by the ASTM D 86/78 or any subsequent revision thereof.'

"SBT rate" is the rate applicable to tankers equipped With segregated ballast tanks in accordance with requirements of Regulation 13 of Annex 1 to MARPOL 73/78.

- 1) The Owner shall make a declaration quarterly in arrears at the end of each quarter ending 20th May, 20th August, 20th November, 20th February, as soon as practicable and in no event later than two calendar months after the end of each quarter, stating, as appropriate, either
- (a) that the ship has not performed a cargo voyage involving loading or discharging cargo at any port or place in the United States of America or within the Exclusive Economic Zone of the United States of America during the relevant quarter, or
- (b) that the ship has performed one or more such voyages during the relevant period and, in that event, the number of such voyages, the nature of the cargo(es), the port(s) or place(s) of loading, discharging or transfer and the date(s) of such loading, discharging or transfer.

- 2) The Owner shall be liable to pay and shall pay a fixed additional premium calculated as follows:

A) For tankers of more than 1,000 gross tons:

either US\$0.119 (SBT rate US\$0.105) per entered ton, each U.S. voyage,
or US\$0.06 (SBT rate US\$0.052) per entered ton, each U.S. voyage in respect of cargoes exclusively loaded or discharged at LOOP or cargoes exclusively transferred to or from emote er ship at a place (other than a port) approved by the United States Coast Guard within the Exclusive Economic Zone of the United States of America.

Provided always that the maximum number of voyages in any one policy year in respect of which an additional premium is payable shall be twenty voyages, irrespective of the number of U.S. voyages actually performed.

B) For tankers of 1,000 gross tons or less:

either a fixed rate of US\$120 (SBT rate US\$105) each U.S. voyage, provided always that the maximum number of voyages in any one policy year in respect of which an additional premium is payable shall be twenty voyages, irrespective of the number of US voyages actually performed,
or a fixed rate of US\$2,389 (SBT rate US\$2,108) per annum.

C) For tankers which are constructed or adapted primarily to

及

- (2) 依美國材料檢測協會 ASTM 第 D 86/78 號檢測法或其後修訂之方法加以檢測，溫度攝氏三百七十度時，蒸餾量至少達百分之九十五以上者。

「分離壓艙費率 SBT rate」指油輪依照 73/78 國際防止船舶污染公約附錄一規則 13 之要求加裝分離壓水艙可適用之比值。

- 1) 船東應於五月二十日、八月二十日、十一月二十日及二月二十日每季結束後，且任何情況下不應晚於該季結束後之二個曆月內，儘速就下列任一事項適當地提出每季聲明：

(a) 於該季，船舶並未從事於美國境內或其專屬經濟區內之任何港口或地點裝卸持續性貨油之任何貨物航程；或

(b) 於該期間，船舶曾從事一次或以上之航程，此時應聲明航程次數、貨物性質、裝卸或轉運港地、裝卸或轉運日期。

- 2) 船東應負責支付且應支付依下列計算所得之固定額外保費：

A) 對於超過一千總噸之油輪

每一美國航程，每入會噸零點一一九美元(分離壓艙費率為零點一零五美元)；或

對於僅限於路易斯安娜油港(LOOP)裝卸之貨油，或僅限於美國海岸巡防署所許可之美國專屬經濟區內之某地點(非某港口)從另一艘船舶上轉運之貨油，則為每一美國航程，每入會噸零點零六美元(分離壓艙費率為零點零五二美元)。

但書：有關應支付之額外保費，任一保險年度之航程次數，無論從事美國航程次數多寡，最高僅須支付二十次航程。

B) 對於一千總噸以下之油輪

每一美國航程，固定費率一二〇美元(分離壓艙費率為一〇五美元)，但有關應支付之額外保費，任一保險年度之航程次數，無論從事美國航程次數多寡，最高僅須支付二十次航程；

或
每年固定費率二千三百八十九美元(分離壓艙費率為二千一百零八美元)

C) 對於建造或改裝用於同時運載十種以

carry cargoes of noxious liquid substances in bulk and which are capable of carrying at least ten grades of cargo simultaneously, and where the quantity of persistent oil carried as cargo on each U.S. voyage is 5,000 metric tons or less:

A fixed rate of US\$357 (SBT rate US\$315) each U.S. voyage, provided always that the maximum number of voyages in any one policy year in respect of which an additional premium is payable shall be twenty voyages, irrespective of the number of US voyages actually performed.

- D) For tankers which are constructed or adapted primarily to carry cargoes of noxious liquid substances in bulk and which are capable of carrying at least ten grades of cargo simultaneously, and where the quantity of persistent oil carried as cargo on each U.S. voyage is between 5,001 and 10,000 metric tons:

A fixed rate of US\$899 (SBT rate US\$787) each U.S. voyage, provided always that the maximum number of voyages in any one policy year in respect of which an additional premium is payable shall be twenty voyages, irrespective of the number of US voyages actually performed.

- E) For tankers which are constructed or adapted primarily to carry cargoes of noxious liquid substances in bulk and which are capable of carrying at least ten grades of cargo simultaneously, and where the quantity of persistent oil carried as cargo on each U.S. voyage is more than 10,000 metric tons:

US\$0.119 (SBT rate US\$0.105) per entered ton, each U.S. voyage, provided always that the maximum number of voyages in any one policy year in respect of which an additional premium is payable shall be twenty voyages, irrespective of the number of US voyages actually performed.

- 3) The Owner shall pay such additional premium on or before the date specified in the debit note issued by the Managers in accordance with the declarations made under paragraph (1) above.
- 4) In the event that the Owner fails for any reason to make a declaration (whether or not any U.S. voyage has been performed) within two calendar months of the quarter dates specified in paragraph (1) above, the terms of entry in respect of all tankers entered in the Association by him or on his behalf shall be deemed to have been amended with effect from the expiry of the said period of two months to incorporate the following exclusion:

"Excluding any and all claims in respect of oil pollution arising out of any incident to which the United States Oil Pollution Act 1990 is applicable" and the Owner shall remain liable to pay any additional premium in respect of

上散裝有毒液體物質之油輪，每一美國航程所運載之持續性貨油量低於五千立方噸者：

每一美國航程之固定費率為三五七美元(分離壓艙費率為三一五美元)，但有關應支付之額外保費，任一保險年度之航程次數，無論從事美國航程次數多寡，最高僅須支付二十次航程。

- D) 對於建造或改裝用於同時運載十種以上散裝有毒液體物質之油輪，每一美國航程所運載之持續性貨油量介於五千零一立方噸至一萬立方噸者：

每一美國航程之固定費率為八九九美元(分離壓艙費率為七八七美元)，但有關應支付之額外保費，任一保險年度之航程次數，無論從事美國航程次數多寡，最高僅須支付二十次航程。

- E) 對於建造或改裝用於同時運載十種以上散裝有毒液體物質之油輪，每一美國航程所運載之持續性貨油量高於一萬立方噸者：

每一美國航程，每入會噸零點一一九美元(分離壓艙費率為零點二零五美元)，但有關應支付之額外保費，任一保險年度之航程次數，無論從事美國航程次數多寡，最高僅須支付二十次航程。

- 3) 船東應於協會經理人依據第一項聲明所出具保費帳單上之日期以前支付該額外保費。
- 4) 如船東未附理由而未能於第一項所指定之季日為聲明者(無論是否從事美國航程)，有關其或代表其入會本協會之所有油輪之入會條件應視為已於該二個月屆滿之日起業經修訂並併入下列除外條款：

“除外承保有關適用美國一九九〇年油污染法之事件所致之任何或所有油污染求償”且船東仍應負擔入會條件併入前述除外條款前所從事之美國航程之所有

any U.S. voyage performed prior to the incorporation of the above exclusion in the terms of entry.

- 5) In the event that any declaration made by the Owner or on his behalf pursuant to paragraph (1) above is in any material respect inaccurate, the insurance of the Owner in respect of any and all ships entered in the Association by him or on his behalf shall cease with effect from the date of the inaccurate declaration, and Rule 28(B) shall apply.

Provided always that the Directors may in their discretion and upon such terms as they think fit, either

- (a) reinstate the entry of any or all of the ships for which the insurance has ceased pursuant to this paragraph (5), or
(b) admit in whole or in part any claim in respect of any ship entered by the Owner for which the Association is under no liability by reason of the cessation of the insurance in accordance with this paragraph (5).

- 6) In the event that the Owner fails to pay either in whole or in part any additional premium in accordance with paragraph (3) above, the provisions of Rule 31 shall apply.

- 7) The additional fixed premium payable in accordance with paragraph (3) above shall be deemed to be a fixed premium within the terms of Rule 9(4) and, save as otherwise provided in this clause, the Rules of the Association shall apply in all respects accordingly.

Charterers' Limitation Clause

This entry is to cover the charterer(s) named in this Certificate of Entry/Endorsement as Member(s) of the Association in respect of claims recoverable under the Rules and terms of entry set out herein.

This entry is subject to the terms of Rule 5(B) and the aggregate amount recoverable thereunder from the Association by all such named charterer(s) in respect of all claims arising out of any one accident or occurrence, or (for cargo claims) any one cargo voyage, is limited to a maximum of US\$350 million.

Charterers' Co-Assured' Clause

This entry is to cover the time and/or voyage and/or slot charterer(s) named in this Certificate of Entry/Endorsement as member(s) of the Association in respect of claims recoverable under the Rules and terms of entry set out herein.

This entry is subject to the terms of Rule 5(B) and the aggregate amount recoverable from the Association by all such charterer(s) named as joint owner(s) in respect of all claims arising out of any one accident or occurrence, or (for cargo claims) any one cargo voyage, is limited to the following:

額外保費。

- 5) 船東或代表船東依第一項提出之聲明，其內容有不正確者，該船東或代表船東入會於本協會之任何或所有船舶之保險應於不實聲明之日起中止，且應適用規則 28(B)。

但書：協會董事得以裁量並依其認為適當之條款：

- (a) 回復依第 5 項已中止之任何或所有船舶入會之保險，或
(b) 對於本協會因第 5 項保險中止而無須負擔該船東所入會之任何船舶之任何求償，得以全部或一部承認。

- 6) 如船東未能依據前第三項規定支付任何額外保費之全部或一部者，即應適用規則 31 之規定。

- 7) 依第 3 項應支付之額外保費應視為規則第 9(4)條款所稱之固定保費，除本條款另有規定外，本協會規章應全部準用之。

租傭船人限責條款

本入會係承保本入會證明或批單上所列名如同本協會會員般之租傭船人有關依協會規章及所規定之入會條件可請求之求償。

本入會應適用規則第 5(B)條規定，所有列名之租傭船人有關任一事件或事故所生，或任一貨物航程(對貨物求償而言)之所有求償而可向本協會求償之總額最高不超過 350 百萬美元。

租傭船人之共同被保險人條款

本入會係承保本入會證明或批單上所列名如同本協會會員般之定時及/或論航及/或艙位租傭船人有關依協會規章及所規定之入會條件可請求之求償。

本入會應適用規則第 5(B)條規定，所有列名而為共同船東之租傭船人有關任一事件或事故所生，或任一貨物航程(對貨物求償而言)之所有求償而可向本協會求償之總額應受限於下列數額：

- A) for any and all claims in respect of oil pollution, the amount if any, to which such charterer could have limited his liability if he had been the registered owner of the relevant ship and had sought and not been denied the right to limit, plus US\$50 million, provided always that the aggregate amount recoverable by all the joint owners named above shall in no event exceed US\$1,000 million any one accident or occurrence, and shall be subject to provisos (a) and (b) of Rule 5(B)(ii).
- B) for any and all claims other than in respect of oil pollution, the lesser of
- (1) the amount, if any, to which such charterer could have limited his liability if he had been the registered owner of the relevant ship and had sought and not been denied the right to limit, plus US\$50 million, or
 - (2) a maximum of US\$300 million.
- A) 對於任何或所有有關油污染之求償，該數額(如有)為一如該租傭船人為相關船舶之登記船東主張責任限制且未被否定其限責權利般之數額，再加上五千萬美元，但所有列名共同船東可求償之總額在任何情況下均不應超過每一事件或事故十億美元，且應適用規則第 5(B)(ii)款但書(a)及(b)之規定。
- B) 對於任何或所有油污染以外之求償，以下列較低者：
- (1) 該數額(如有)為一如該租傭船人為相關船舶之登記船東主張責任限制且未被否定其限責權利般之數額，再加上五千萬美元，或
 - (2) 最高三億美元。

Space Charterers' Clause - Extension of Cover

This entry is extended to cover the Member's liabilities as space charterer of ships operating in the service/consortium identified in the Certificate of Entry/Endorsement. This entry is subject to the terms of Rule 5(B) and the aggregate amount recoverable from the Association under this entry in respect of all claims arising out of any one accident or occurrence, or (for cargo claims) any one cargo voyage, is limited to a maximum of US\$350 million.

War Risks P&I Clause

In accordance with the proviso to Rule 5(E) of the Association's Rules, special cover is provided to the Member against risks which are excluded from cover solely by virtue of the provisions of Rule 5(E). Unless otherwise agreed in writing, such cover shall be subject to all other terms and conditions of the entered ship and shall be provided upon and subject to the terms of the Director's Resolution dated 2nd February 2006 issued in Circular ref 5/06.

艙間租傭船人條款 - 擴大承保

本入會係擴大承保會員身為船舶艙間租傭船人從事本入會證明或批單上所指定之服務或合作所生之責任。本入會應適用規則第 5(B)條規定，有關任一事件或事故所生，或任一貨物航程(對貨物求償而言)之所有求償而可向本協會求償之總額最高不超過 3 億 5 千萬美元。

戰爭險 P&I 條款

依本協會規章規則 5(E)但書，可提供給會員之特別承保為規則 5(E)規定所完全除外不保之風險。除另有書面協議外，該承保應適用入會船舶之所有其他條件及條款，且應接受並適用於 2006 年 2 月 2 日並於協會第 5/06 號通報之董事會決議之條件。

海商人互保協會 章程 *BYE-LAWS*

INTERPRETATION

1 In these Bye-Laws the following expressions shall where the context so admits have the following respective meanings: –

"The Acts" means every Taiwan statute from time to time in force concerning companies insofar as the same applies to the Company, and includes The Merchant Marine Mutual Steam Ship Assurance Association (Taiwan) Limited Consolidation and Amendment Act 1993.

"The Companies" means The Merchant Marine Mutual Steam Ship Assurance Association (Taiwan) Limited and The Merchant Marine Mutual Steam Ship Assurance Association (Asia) Limited.

"Register of Members" means the Register of Members for the time being maintained by the Company.

"The Rules" means the Rules from time to time in force governing the conduct of the whole or any part of the business of the Company.

"Board" means the Board of Directors of the Company.

"The Directors" means the members of the Board for the time being.

"Chairman" means the Chairman of the Board.

"President" "Vice-President" "Secretary" and "Treasurer" mean, respectively, only the officers of the Company having such titles.

"The Managers" means the Managers for the time being of the Company.

"Ship" (in the context of a ship entered or proposed to be entered in the Company) means ship, boat or hovercraft or any other description of vessel or structure (including any ship, boat, hovercraft or other vessel or structure under construction) used or intended to be used for any purpose whatsoever in navigation or otherwise on, under, over or in water or any part thereof or any proportion of the tonnage thereof or any share therein.

"Tonnage" means the gross tonnage of a ship as certified in the Certificate of Registry of such ship or in any other official document relating to the registration of such ship.

"Entered Tonnage" means the tonnage figure recorded as entered tonnage in the certificate of entry of an entered ship

"Ton" means the unit of tonnage.

解釋

1 於本章程，文內所引用之下列名詞應具有其下列之個別意義：-

「本法」指任何台灣有關公司方面現時有效之法令，包括海商人互保(台灣)協會 1993 年合併暨修正法。

「各公司」指海商人互保(台灣)公司及海商人互保(亞洲)公司。

「會員登錄」指本公司目前所保持之會員登錄。

「規章」指規範本公司全部或一部業務作為之現時有效規章。

「董事會」指本公司之董事會。

「各董事」指目前董事會之成員。

「主席」指董事會之主席。

「總經理」「副總經理」「秘書」及「財務」指本公司擁有該職位頭銜之職員。

「協會經理人」指本公司目前之經理人。

「船舶」(用於船舶入會或欲入會本公司)指船、舶、氣墊船或為航行目的使用於或意圖使用於水上、水下或水中之任何其它船或結構體(包括任何船、舶、氣墊船或其它船舶或建造中之結構)或其任何部分或比例噸位或股份。

「噸位」指該船登記證書或有關船舶登記之其它官方文件上所登記之船舶總噸位。

「入會噸位」指於入會船舶入會證明上之入會噸位所記載之噸位數。

「噸」指船噸之單位。

"Insurance" means any insurance or reinsurance.

"Owner" in relation to an entered ship means owners, owners in partnership, owners holding separate shares in severalty, part owner, mortgagee, trustee, charterer, operator or builder of such ship and any other person (not being an insurer reinsured under Rule 13) named in the certificate of entry or endorsement slip, by or on whose behalf the same has been entered in the Association whether he be a member of the Association or not.

"Reserves" means the Reserve Fund established and maintained in accordance with the provisions of the Acts and such other reserves as the Directors may from time to time decide to establish and maintain.

"The Seal" means the Common Seal of the Company.

"Year" means calendar year unless otherwise specifically stated.

"Month" means calendar month.

"Notice" means written notice unless otherwise specifically stated.

"May" shall be construed as permissive.

"Shall" shall be construed as imperative.

Words importing only the singular number shall also include the plural number and vice versa.

Words importing only the masculine gender shall also include the feminine and neuter genders.

Words importing persons shall also include companies or associations or bodies of persons whether corporate or unincorporated.

"Electronic communication" means the same as in the Electronic Transactions Act 1999 (and includes for the avoidance of doubt e-mail.)

"In writing" and **"written"** means visibly expressed in any mode of permanently representing or reproducing words, including telegram, facsimile transmission (fax) and other electronic communication.

"These Islands" means the Islands of Taiwan.

Words and expressions shall (a) bear the same meaning as in The Merchant Marine Mutual Steam Ship Assurance Association (Taiwan) Limited Consolidation and Amendment Act 1993 or any statutory modification thereof in force for the time being and (b) to the extent consistent with that Act and any modification thereof in force for the time being bear the same meaning as in the Rules.

「保險」指任何保險或再保險。

「船東」有關入會船舶之船東，意指該船之船舶所有人、合夥人、分別共有人、共同共有人、抵押權人、受託人、租傭船人、營運人或建造人及任何其它以其名義或代表其名義入會於本協會而列名於入會證明或批單上之人，而不論其是否已為本協會會員。

「準備金」指依照本法所設立或保持之準備基金，或由董事會決定設立或保持之其它準備金。

「印鑑」指本公司之公印。

「年」指曆年。

「月」指曆月。

「通知」除另有特別規定外，指書面通知。

「得」應作允許之解釋。

「應」應作必須之解釋。

表示單數之用語，應包括複數，反之亦然。

表示男性之用語，應包括女性及中性。

表示人之用語，應包括不論已立案或未立案之公司或協會或團體。

「電子通訊」其意同 1999 年電子通訊法同樣之意義(及包括有問題電子郵件之避免)。

「以書面」及「書面」係指可視，以永久呈現或重製之文字，包括電報、電傳(傳真)及其他電子通訊。

「這些島」指台灣島。

名詞及說明應(a)具有與海商人互保(台灣)協會 1993 年合併暨修正法或其現行有效之任何法定修訂同樣之意義，(b) 就本法及其現行有效之任何修訂之範圍，具有與協會規章相同之意義。

MEMBERSHIP

- 2 The Company shall consist of an unlimited number of members.
- 3
 - A Every Owner who has a ship entered for insurance either of the Companies, whether in the name of the Owner or by way of reinsurance, and every insurer reinsured by either of the Companies, shall, provided the name of such Owner (or as the case may be such insurer) is entered in the Register of Members and subject to the proviso to paragraph (B) of this Bye-Law, be a member of the Company.
 - B Subject to the proviso to this paragraph, any owner who desires to enter a ship for insurance in either of the Companies and any Owner whose ship is the subject or part of the subject of an application by an insurer for reinsurance by either of the Companies and any insurer who applies for reinsurance by either of the Companies shall, if he is not already a member of the Company, be deemed in applying for such entry or reinsurance to have agreed that if such entry or reinsurance is accepted he will thereupon become and be a member of the Company in accordance with these Bye-Laws;

PROVIDED ALWAYS that subject to the Rules

- a. The Managers shall have the right to require that acceptance of an application from an Owner shall be upon terms that such Owner shall not be or become a member of the Company, and
 - b. Unless otherwise agreed in writing by the Managers no insurer who applies for reinsurance by either of the Companies and no Owner whose ship is the subject or part of the subject of such application for reinsurance shall be or become a member of the Company, but in any event the insurance of every Owner and the reinsurance of every insurer shall be subject to the Acts, to these Bye-Laws and to the Rules whether or not such Owner or insurer be a member of the Company.
- C Every Director of the Company whilst holding that office shall be a member of the Company and his name shall be entered in the Register of Members.
 - D Membership shall not be transferable or transmissible.
 - E The Register of Members shall be open to inspection by any officer of a member in person on payment of any expenses incurred. A member is not entitled to make copies of any entry in the Register.

CESSER OF MEMBERSHIP

- 4
 - A A member shall *ipso facto* cease to be a member:-

會員資格

- 2 本公司應由無限數量之會員所組成。
- 3
 - A 將其船舶入會於各公司之一保險之任何船東(無論是以船東名義或經由再保)及各公司之一所再保之任何保險人,在該船東(或保險人)姓名登錄於會員名冊及適用本章程第(B)項但書之情況下,應為本公司之會員。
 - B 於適用本項但書之情況下,任何意欲將其船舶入會於各公司之一保險及其船舶為某保險人向各公司之一為再保險申請之保險標的之全部或一部之船東,以及向各公司之一為再保險申請之任何保險人,如其已非本公司會員,其入會或再保險之申請應視為其於該入會或再保被接受時已同意其將依本章程成為本公司之會員。

但書：於適用協會規章下：

- a. 協會經理人有權要求船東入會申請接受與否應依照該船東不應或得成為本公司會員之條件,且
 - b. 除協會經理人另有書面同意外,向各公司之一為再保險申請之保險人及其船舶為某保險人向本公司為再保險申請之保險標的之全部或一部之船東均不應成為本公司之會員,然無論該船東或保險人是否成為本公司會員,任一船東之保險及任一保險人之再保險均應適用本法、本章程及協會規章之規定。
- C 本公司之任一董事,於任期期間應為本公司會員且其姓名亦應登錄於會員名冊。
 - D 會員資格不得轉讓或移轉。
 - E 會員於支付任何所生費用時,其職員個人得查閱會員名冊。會員無權複印名冊之任何入會資料。

會員資格之中止

- 4
 - A 會員視下列情況應中止為會員：
 - i. 該會員依其資格為董事者,

- i. If being a member in his capacity as a Director and not otherwise, he shall cease to be a Director;
- ii. If, being an individual, he shall die or a receiving order shall be made against him or he shall make any arrangement or composition with his creditors generally;
- iii. If, being an individual, he become incapable by reason of mental disorder of managing and administering his property and affairs;
- iv. If, being a corporation, it be wound up or dissolved;
- v. If, not being a member in his capacity as a Director, he shall cease to have any ship entered for insurance in either of the Companies, whether the entry be in his name or by way of reinsurance.
- vi. If, being an insurer reinsured by the Company, he shall cease to be reinsured by either of the Companies.

B A member who ceases to be a member and his estate, personal representatives, trustees in bankruptcy, receiver or other person authorised to act on behalf of a member who becomes incapable by reason of mental disorder of managing his property and affairs or liquidator as the case may require shall, notwithstanding such cesser, be and remain liable to pay to the Company all moneys which under these Bye-Laws or the Rules such member would, had he not ceased to be a member, have been liable to pay to the Company in respect of the period down to and including the 20th February next after the date of such cesser.

MEETING OF MEMBERS

- 5 A general meeting of the members of the Company shall be held at least once in every year either in these Islands or elsewhere at a time and place to be fixed from time to time by the Board.
- 6 Notice of each annual general meeting of the Company shall be given by an officer of the Company by mail to each member entitled to receive notice and to attend and vote at general meetings. All such notices shall be sent not less than five business days before the meeting convenes, stating the date, time, place and objects and that the election of Directors will take place thereat.
PROVIDED ALWAYS that only members:-
 - i. who are members by reason of their position as Directors of the Company;
 - ii. who are entered in the Register of Members at least sixty days prior to the date of any general meeting of the Company
 shall be entitled to receive notice of and attend and vote (either in person or by proxy) at such meeting and all references in these Bye-Laws to the rights and obligations of members in respect of general meetings shall be construed accordingly.
- 7 The Board or any two members thereof or the President may

- 一旦非為會員，即應中止為一董事；
- ii. 如為個人，於死亡或對其發出破產命令時或與其債權人達成了結債務之和解計畫時；
- iii. 如為個人，於其因精神錯亂而無法管理財產及事務時；
- iv. 如為公司，於其自願停業或解散時；
- v. 該會員依其資格非為董事者，無論係以其名義或經由再保險方式入會，即應中止其任何船舶入會各公司之一之保險；
- vi. 如為本公司再保之保險人，其於各公司之一之再保應予中止。

B 會員已中止其為會員者，及其遺產、私人代表、破產管理人、或其它被授權代表會員因其精神錯亂不能處理自己財產或事物之人或清算人，於需要時，無論為何中止，均應且繼續負責，一如該會員尚未中止其會員身份般，繳付本公司自二月二十日以後中止日期間，依本章程或協會規章應繳付給本公司之所有款項。

會員大會

- 5 本公司會員大會應於董事會所決定之時間及於本島(百慕達)或其它地點每年召開會議至少一次。
- 6 本公司年度會員大會開會通知應由本公司職員以郵寄方式寄送有權收受該通知及與會投票之每一會員。所有開會通知必須載明日期、時間、地點、目的及董事會選舉等，並於會議開議五個工作日前交寄。
但書：若會員：-
 - i. 由於其身具本公司董事資格而為會員；
 - ii. 其於本公司任何會員大會六十日前已入會登錄為會員者，
 應有權收受開會通知並與會投票(由其本人或其委託代理人)，且本章程關於會員於會員大會權利及義務之規定於此應一併適用。
- 7 董事會或任二會員或總經理得以郵寄方式於五工作日前寄送給會員。該開會通知必須載明會議召

convene a special general meeting of the members upon at least five business days' notice in writing to each member. Such notice shall state the date, time, place and objects of such meeting, which may be held either in these Islands or elsewhere.

- 8 The chairman of a general meeting of the members or of a meeting of the Board or of a meeting of a committee of the Directors may, provided that a quorum is present, with the consent of a majority of those present and if so directed by the meeting, adjourn the same from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than business left unfinished at the meeting from which the adjournment took place.

VOTINGS AT MEETINGS OF MEMBERS

- 9 Five members of the Company present in person or by proxy shall constitute a quorum at any general meeting of the members.
- 10
- A Where an appointment is made in writing (but not by electronic communication) the instrument appointing the proxy shall be signed under the hand of the appointor or his attorney or, if such appointor is a corporation, the proxy shall be executed on behalf of the corporation by one of its officers.
- B Where an appointment is made by electronic communication it shall be subject to such procedure for verifying appointments made in this manner as the Board shall from time to time specify; provided however, that if the Board has not specified any such procedure for verifying appointments made in this manner, no appointment may be made by electronic communication.
- C The instrument appointing a proxy shall, subject always to Bye-Law 52 hereof, be in the form in the schedule annexed hereto. A person appointed a proxy need not be a member.
- 11
- A Where an appointment is made by an instrument in writing (but not by an electronic communication) the instrument appointing a proxy shall be left with the Secretary not less than twelve hours before the holding of the meeting or adjourned meeting, as the case may be, at which the person named in such instrument proposes to vote.
- B Where an appointment is contained in an electronic communication and an address has been specified for the purpose of receiving electronic communications
- in the notice convening the meeting, or
 - in any instrument of proxy sent out by the Association in relation to the meeting, or
 - in any invitation contained in an electronic communication to appoint a proxy issued by the

開之日期、時間、地點及目的，並得於本島(百慕達)或其它地點召開。

- 8 會員大會主席、董事會會議主席或董事會特別委員會會議之主席，在達法定出席人數之條件下，得由出席人多數決同意任命之，該主席得隨時隨地主持該會議及其延會，但不得於任何延會中處理原會議懸而未決以外之事項。

會員大會投票

- 9 本公司五名會員親自或委託代理出席即達到任一會員大會之法定出席人數。
- 10
- A 當委託指定已以書面為之時(但非以電子通訊方式)，該委託書文本應由委託人親自簽署，如該委託人為一公司，委託書即應由有權代表該公司之人簽署之。
- B 當委託指定係以電子通訊為之，其應適用董事會所為確認該委託所暫時決定之方式為之；如董事會並未針對確認該委託之程序為任何指定者，即不得以電子通訊方式為委託指定。
- C 委託書文本應適用本協會章程第 52 條規定，以其附錄表格及格式為之。被指定受委之人無須為會員。
- 11
- A 當委託指定已以書面為之時(但非以電子通訊方式)，該委託書應於會議或延會開議十二小時前，由委託書上所指定投票之人送交秘書處。
- B 當委託指定係以電子通訊為之，且業已為接收下列電子通訊之目的而為位址之指定者：
- 開會通知，或
 - 本協會所發送相關會議之任何委託書文本，或
 - 本協會所出具內含相關會議之委託指定電子通訊邀請函，
- 該電子通訊應於會議或延會開議十二小時前，由委託書上所指定

Association in relation to the meeting, the electronic communication shall be received at such address not less than twelve hours before the commencement of the meeting or adjourned meeting at which the person named in such appointment proposes to vote. In relation to electronic communications 'address' includes any number or address used for the purpose of such communications.

12

A All questions proposed for consideration by the members at any general meeting of the Company shall be determined by a majority of votes of those present or represented by proxy. All such questions shall be decided by a show of hands, unless a poll is demanded by the chairman of the meeting or by at least five of the members present or represented by proxy. At any general meeting, unless the matter is determined by a poll, a declaration by the chairman of that meeting that a resolution has been carried and an entry made to that effect in the minutes of the meeting shall be sufficient evidence of the fact. In the case of an equality of votes, the chairman shall have a second or casting vote.

B Any ballot for the election of Directors pursuant to Bye-Law 14(C)(iii) shall be conducted in such manner and at such time as the Directors may from time to time decide and may be by means of a postal ballot or otherwise provided that on such ballot a member shall not vote for more candidates than there are vacancies and in respect of each candidate for whom he votes he shall be entitled to the same number of votes which he would have had on a poll. The result of such ballot shall be announced and be deemed to be an integral part of a general meeting of the Company.

C

- i. Every member shall, on a show of hands, have one vote.
- ii. On a poll members shall have the vote or votes specified in sub paragraphs (a) to (c) below, and shall be entitled to cast votes under more than one of those sub-paragraphs if qualified to do so:
 - a. A Director who is a member by virtue of Bye-Law 3(C), in his capacity as member – one vote.
 - b. A member in whose name a ship or ships is or are entered for insurance in the Company on terms that such member is liable to pay a fixed premium to the Company in respect of such ship or ships-one vote.
 - c. A member in whose name a ship or ships is or are entered for insurance in the Company on terms that such member is liable to pay calls (as defined in the Rules) to the Company
 - i. For each ship whose entered tonnage is 1500 tons or more one vote;
 - ii. For other such ships each of whose entered tonnage is less than 1500 tons-one vote only, irrespective of the number of those other ships.

PROVIDED ALWAYS that:

An insurer reinsured by the Company shall not in any event be entitled to a vote under any of the sub-sections of this

投票之人送達該指定位址。有關電子通訊，”位址”包括為該通訊目的所使用之任何號碼或地址。

12

A 各會員提交本公司會員大會之任何議案應由出席或代表出席多數決決定之。除會議主席或至少五位以上出席或代表出席要求記名投票方式外，所有議案應以舉手表決方式決定之。除記名投票方式決定外，任何會員大會之會議主席宣布已達成決議且列入會議紀錄者，即應具有該事實之充分證據力。如票數相同，主席應進行第二輪投票。

B 章程第 14 條 C 項 iii 款選舉董事之投票，應以董事會當時所決定之方式及時間，得以郵寄投票方式，或規定任一會員不得圈投超過董事候補缺額人數之候選人，且其有權將可以投票之所有票數全部投給就其所圈選之某位候選人。投票結果應予公布並視為本公司會員大會之一部份。

C

- i. 於舉手表決時，一會員一票。
- ii. 於記名投票時，會員應有下列 a 至 c 款所規定之一票或數票數，且有權依下列任一款項(於符合規定時)進行投票：
 - a. 某董事因章程第 3 條 C 項同為會員時，以其會員身份 - 一票。
 - b. 以某船或數船名義，並以應支付該船或數船固定保費給本公司為條件，入會本公司保險之會員 - 一票。
 - c. 以某船或數船名義，並以應支付攤付金(如本規章所定義)給本公司為條件，入會本公司保險之會員：
 - i. 每一船舶入會噸位為 1,500 噸或以上者 - 一票；
 - ii. 其它船舶之入會噸位低於 1,500 噸者 - 一票(不計船舶數量)。

但書：

由本公司再保之保險人在任何情況下均無權依本項規定為投票。

D 如某數人由於以同一船舶聯合

paragraph.

- D Where a number of persons are members of the Company by virtue of their having jointly entered the same ship for insurance in the Company, then only one member shall be entitled to receive notice of and to attend and vote (by reason of the ownership of that ship) either in person or by proxy at any general meeting of the Company and, in the absence of agreement between those members, the member first named in the relevant certificate of entry shall be the one entitled to notice and to attend and vote either in person or by proxy.

DIRECTORS

- 13 The number of Directors shall be not less than ten nor more than thirty-five as the members may from time to time determine.

- 14 A Any person who has not attained the age of seventy shall be eligible to be appointed, elected or re-elected a Director if he is either (a) ordinarily resident in these Islands or (b) the owner or agent or a director of, or employed in an executive capacity by, a corporation which is the owner or agent of a ship or ships entered for insurance in the Company to the extent of not less than 10,000 entered tons.

- B No Manager and no employee of any Manager shall be eligible to be appointed or elected as a Director.

- C
- i. At each annual general meeting those Directors who have been in office for three years since their last election or re-election shall retire from office. For the purpose of this Bye-Law, "year" means a period from one annual general meeting of the Company to the next annual general meeting.
 - ii. A Director retiring in accordance with Bye-Law 14(C)(i) and qualified to hold office under Bye-Law 14(A) shall be eligible for re-election.
 - iii. The Company at the meeting at which a Director retires in manner aforesaid may fill the vacated office by electing a qualified person thereto, and in default the retiring Director shall if offering himself for re-election be deemed to have been re-elected, unless at such meeting it is expressly resolved not to fill such vacated office or unless a resolution for the re-election of such Director shall have been put to the meeting and lost. If there shall be more candidates than vacancies for any office(s) of Director, then the persons to be elected shall be selected by ballot conducted in accordance with the provisions of Bye-Law 12(B).
 - iv. No person other than a Director retiring at the meeting shall be eligible for election to the office of Director at any

入會於本公司為保險而均成為本公司會員時，則僅有一會員有權收受出席通知並以其個人或委託他人於本公司任一會員大會參與投票(基於該船船東身份)，如這些會員間無協議，相關入會證明上第一位列名之會員應為該有權接受出席通知並以其個人或委託他人參與投票。

董事

- 13 董事名額不應低於十人及超過三十五人，名額由董事決定之。

- 14 A 不超過七十歲之任何人，如其 (a)設籍於此島，(b)入會於本公司保險之不低于 10,000 入會噸位之某船舶或數船舶之船東或代理人或其為公司時之董事或具高級行政權限之受雇人，均有資格被指定、選舉或再選舉為董事。

- B 協會經理人或協會經理人之任何受雇人均不具被指派或被選舉為董事之資格。

- C
- i. 於每次年度會員大會，任何自其最後當選或再選舉起已任職三年之董事，應退休之。為本章程之目的，所稱「年」意指本公司年度會員大會至下一次年度會員大會之期間。
 - ii. 依章程第 14 條 C 項 i 款退休之董事，如同具有章程第 14 條 A 項資格，仍得再選舉為董事。
 - iii. 某董事依前述規定而於某會議期間退休者，本公司應選出另一適格之人填補其職位，如該即將退休之董事缺席，但其仍提出改選者，除該會議明示決議不再填補該缺額或有關該董事改選提議被否決外，應視為已經改選。如候選人數超過董事缺額，應被投票之人數應依章程第 12 條 B 項所規定之投票方式擇定之。

- iv. 除於會議期間退休之董事外，任何人若未於每年六月三十日會員大會召開前將下列事項通知本公司主事務所，其在任何會員大會均無被選舉為董事職位之權：

general meeting unless not later than 30th June in the year in which such general meeting is held there shall have been delivered to the registered office of the Company:

- a. notice in writing signed by at least five members none of whom has any commercial, proprietary or business interests in any ship entered for insurance in the Company by or on behalf of any of the other members whose names appear in the said notice, and each of whom is duly qualified to attend and vote at such meeting, of their intention to propose such person for election; and
 - b. notice in writing signed by that person of his willingness to be elected.
- v. The Directors shall have power from time to time and at any time to appoint any qualified person to fill a casual vacancy in the Board of Directors, and the continuing Directors may act, notwithstanding any vacancy in their number provided that in the event that the number of continuing Directors has been reduced below the number of ten the continuing Directors must immediately appoint a sufficient number of persons to restore the number of continuing Directors to a minimum of ten. Any Director so appointed shall hold office only until the next following annual general meeting, and, provided always that he is qualified to hold office under Bye-Law 14(A), shall then be eligible for re-election.

15

- A The business of the Company shall be managed by the Directors who may pay all expenses incurred in promoting and incorporating the Company, and who, in addition to the powers and authorities by these Bye-Laws or the Rules or otherwise expressly conferred upon them, may exercise all such powers and do all such acts and things as may be exercised or done by the Company and as are not hereby or by statute expressly directed to be exercised or done by the Company in general meeting, subject nevertheless to the provisions of any statute and of these Bye-Laws and the Rules. Subject to the provisions of these Bye-Laws the business of the Company shall be conducted in accordance with Rules from time to time adopted by the Company in general meeting which may at any time be altered, abrogated or added to by the Company in general meeting.
- B Without prejudice to the generality of the foregoing the Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking and property or any part thereof or to issue debentures or other securities.
- 16 The Directors shall exercise a general supervision over the affairs of the Company and without limitation of the foregoing they shall be responsible for the correct keeping of the books and for the safekeeping of all moneys and securities of the Company and shall submit their books, accounts and vouchers to the auditor whenever required so to do and shall furnish such

a. 應由至少五位以上會員簽署並表明其欲推薦該人之書面通知，這些列名於該通知上之會員彼此間就其或代表入會於本公司之任何船舶必須無任何商業、所有權或業務上之利害關係，且這些列名會員均有參加會議投票之資格；及

b. 該想要參選之人之簽字書面通知。

v. 各董事有權隨時指派任何適格人員暫時地填補董事缺額，除留任董事之數額已低於十人，留任董事必須立即指派足夠人數以補足至少十名董事名額外，無論缺額多寡，各董事仍應運作之。任何受指派之董事至下次年度會員大會前應保有其職位，如其具備章程第 14 條 A 項之職位資格，則有權參與改選。

15

A 本公司業務由各董事管理並支付本公司之設立及組織所生之所有費用，且除本章程或協會規章或其它規定明示賦予各董事之權力及職權外，於適用任何法規及本章程及協會規章之規定下，各董事得行使本公司會員大會可得行使或為作為之所有權力及作為。於適用本章程規定之情況下，本公司業務之執行應依本公司會員大會現時所採用(包括於本公司會員大會隨時修訂、廢除或增訂)之協會規章為之。

B 不損及前項一般性之情況下，各董事得行使本公司所有權力進行借貸及抵押，並對其保證或財物洽收費用，或簽發債券或其它證券。

16 各董事應不受任何限制地監督本公司業務，各董事應負責妥善備置公司簿冊並保管本公司之所有金錢及證券，一經監察人要求，提交簿冊、帳目及單據給監察人，並提供對監察人執行其職務必要所需之資料及說明。

17 各董事得將其權限授權給由二位

information and explanations to the auditor as may be necessary for the performance of his duties.

17 The Directors may delegate any of their powers to committees consisting of two or more of the Directors, or to an Audit Committee consisting of such Directors or other persons (not being Directors) as the Directors may think appropriate, but every such committee, including any Audit Committee, shall conform to such directions as the Directors shall impose on it.

18 The Directors may from time to time delegate to the Managers such of the powers, duties or discretions hereby or by the Rules vested in the Directors as they may think fit and such powers, duties or discretions may be made exercisable for such period and upon such terms and conditions and subject to such restrictions as the Directors may determine and the Directors may at any time revoke such delegation: Provided that nothing hereinbefore in this Bye-Law contained shall entitle the Directors to delegate to the Managers any of the powers, duties or discretions of the Directors: –

A Which are required by law to be exercised by the Directors personally, or

B Which relate to general meetings of the proceedings thereat, or

C Which are conferred by Bye-Laws 15(B) or 20, or

D Which relate to meetings of the Directors or committees of the Directors or the proceedings thereat, or

E Which relate to the appointment of Managers or the Secretary, or

F Which relate to the Seal, Reserves, accounts or notices of general meetings;

And so that:-

i. The Directors may at any time and from time to time by notice in writing to the Managers revoke or vary any such delegation, term, condition or restriction as aforesaid, and

ii. Nothing hereinbefore in this Bye-Law contained and no such delegation as aforesaid shall constitute the Managers directors of the Company.

19 A Director shall not as a Director vote, nor shall he be counted in the quorum present upon a motion, in respect of any contract, matter or arrangement which he shall make with the Company or in which he is so interested as aforesaid and, if he do so vote his vote shall not be counted.

20 The remuneration of the Directors shall be such sum (if any) as shall from time to time be voted to them by the Company in general meeting, and any such sum (unless otherwise determined by the resolution by which it is voted) shall be divided amongst the Directors as they shall resolve or, failing

或二位以上董事所組成之委員會，或於各董事認為適當時，授權給由該董事或其他人(非董事)所組成之監察委員會，但該委員會，包括任何監察委員會，應遵從各董事所課以之指示。

18 各董事得隨時將協會規章賦予各董事之權限、職責或裁量，以其認為適當之方式，授權給協會經理人，該權限、職責或裁量之行使應依照各董事所決定之期間、條件或條款或限制，且各董事得隨時撤回該授權；但如各董事之權限、職責或裁量屬下列情況者，各董事無權將本章程所規定之事項授權給協會經理人：

A 依法應為董事親自為之者；

B 涉及會員大會程序者；

C 依章程第 15 條 B 項或第 20 條所賦予者；

D 涉及各董事或董事委員會之會議或其程序者；

E 涉及協會經理人或秘書之指派者；

F 涉及簽印、準備金、帳目或會員大會出席通知者；

且

- i. 各董事得隨時書面通知協會經理人撤回或更動前述授權、條件、條款或限制，且
- ii. 本章程所規定之任何事項及前述授權不應使協會經理人具備本公司董事之資格。

19 有關與本公司議定之任何契約、事件或安排或與其有利害關係之董事，不應以董事身份投票，且該董事不應計入該動議之法定出席人數，如該董事仍為投票者，該票不應計入。

20 各董事之報酬應為公司會員大會所票決之數額(如有)，該數額(除非該票決有其他決定)，應由各董事間，以其協商之方式分配之，如無該協商，則比例分配之。各董事之報酬應視為逐日累計。

21 為往返董事會議或董事委員會或

such resolution, equally. The Directors' remuneration shall be deemed to accrue *de die in diem*.

- 21 The Directors shall also be entitled to be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or of committees of the Directors or of general meetings of the Company or otherwise in connection with the business of the Company.
- 22 The quorum necessary for the transaction of the business of the Board shall be two. Any Director or member of a committee of Directors may participate in a meeting of the Directors or of such committee by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to communicate with and hear each other. A person so participating shall be deemed to be present at the meeting and shall be entitled to vote and be counted in the quorum accordingly. Such a meeting shall, unless otherwise agreed by the participants, be deemed to take place where the largest group of those participating is assembled or, if there is no such group, at the place where the chairman of the meeting is participating.
- 23 Questions arising at any meeting of the Directors shall be decided by a majority of those present and entitled to vote. In the case of an equality of votes the chairman shall have a second or casting vote.
- 24 The Secretary on the requisition of any Director shall and a Director may, at any time summon a meeting of the Directors. Notice of meetings of the Directors may be by telephone or otherwise.
- 25 A resolution in writing signed by all the Directors shall be as valid and effectual as if it had been passed by a meeting of the Board duly called and constituted.
- 26
- A The office of Director shall immediately be vacated if the Director:-
- i. Ceases to be eligible for appointment, election or re-election as provided in Bye-Law 14 or
- ii. Resigns his office by notice in writing to the Company.
- B Subject to any provisions to the contrary contained in the Acts the members may at any special or annual general meeting convened and held in accordance with the Bye-Laws remove a Director. The notice of any such meeting shall contain a statement of the intention so to do and at any such meeting such Director shall be entitled to be heard on the matter of his removal. Nothing in this Bye-Law shall have the effect of depriving any person of any compensation or damages which may be payable to him in respect to the termination of his appointment as a Director of the Company or of any other appointment with the Company. A vacancy upon the Board created by the removal of a Director under the provisions of this Bye-Law may be filled by election of the members at the meeting at
- 本公司會員大會或與本公司業務有關之所有旅費、住宿及其它適當發生之費用，各董事有權要求支付。
- 22 董事業務處理所需之法定人數為二人。任何董事或董事會委員會成員，經以會議電告或任何可使任何人參與該會議能彼此聯繫之通訊設施，參加董事會或董事委員會之會議。參與會議之人應視為已出席會議，並有權為投票及記入法定最低人數中。且除與會者另有相反協議外，該會議應視為於與會者所組成之最大群組所在地召開之，或如無該群組時，於會議主席所在地召開之。
- 23 各董事任何會議上所提出之問題應由出席及有權投票之董事，以多數決定之。如票數相同，主席應為再次投票。
- 24 一經任一董事要求，秘書應，且任一董事得，於任何時間召集董事會議。董事會議通知得以電話或其它方式為之。
- 25 所有董事簽署之書面決議應有其已適當召開董事會議並通過般的同樣效力。
- 26
- A 如某董事有下列情況，應立即撤銷其董事職位：
- i. 已中止其依章程第 14 條得被指派、選舉或再選舉之資格；或
- ii. 辭職書面已通知本公司。
- B 除本法另有相反規定外，會員得於任何依本章程召開或召集某之臨時或年度會員大會免除某董事之職。該會議之通知應載明前述免職之意旨，該董事有權於該會議聽取其被免職之事項。本章程任何規定均不應被剝奪任何人有關中止其公司董事指派或任何其它職位指派時應支付給該人之任何補償或損害賠償。依本章程撤免某董事所產生之董事缺額得於該撤免董事之會員大會上重選遞補之，如未重選，則視為依本章程第 14 條 C 項 v 款規定之缺額遞補之。

which such Director is removed and, in the absence of such election, there shall be deemed to be a vacancy which may be filled in accordance with the provisions of Bye-Law 14(C)(v).

MINUTES

- 27 The Directors shall cause minutes to be duly entered in books provided for the purpose:-
- A Of all elections and appointments of officers;
 - B Of the names of the Directors present at each meeting of the Directors and of any committee of the Directors;
 - C Of all orders made by the Directors and committees of the Directors; and
 - D Of all resolutions and proceedings of each general meeting of the members and of each meeting of the Directors or any committee of the Directors.

OFFICERS OTHER THAN DIRECTORS

- 28 The officers of the Company may consist of a President, one or more Vice-Presidents, a Secretary and such other officers, including a Chairman of the Board, as the Directors may from time to time determine.
- 29 The Directors shall as soon as conveniently may be after each annual election of Directors, choose or elect one of their number to be the President and one or more of their number to be Vice-Presidents and, if the Board desires to have a Chairman of the Board, the Directors shall choose or elect such officer from their number. Other officers may be appointed as the Directors may from time to time determine.
- 30 The Secretary shall be appointed by the Directors and shall hold office during the pleasure of the Directors. The Secretary need not be a Director.
- 31 A Treasurer may be appointed by the Directors and shall hold office during the pleasure of the Directors. The Treasurer need not be a Director.
- 32 Other officers, such as Assistant Secretaries and Assistant Treasurers, may be appointed by the Directors and shall hold office during the pleasure of the Directors.
- 33 The same person may hold the offices of Chairman of the Board, President, Secretary and Treasurer. Any of the Vice-Presidents may also hold the offices of Secretary or Treasurer.
- 34 The Chairman of the Board, if any, shall act as chairman at all meetings of the members and at all meetings of the Board at which he is present. In his absence, the President, if present,

議事錄

- 27 各董事應使議事錄適當地編入為下列目的所提供之簿冊內：
- A 職員之選任及指派；
 - B 出席董事會議及董事特別委員會之董事姓名；
 - C 董事或董事委員會所作之所有指示；及
 - D 任一會員大會及董事會議或董事委員會會議之所有決議事項及程序。

董事以外之職員

- 28 本公司職員由一位總經理、一位或多位副總經理、一位秘書及其它職員所組成，如各董事如是決定，尚可包括董事會之主席。
- 29 各董事於年度董事選舉後應儘快於各董事間擇訂或選出一人為總經理，及一人或多人為副總經理，且各董事需要一位董事會主席時，董事應從各董事間擇訂或選出該位職員。其它職員由各董事決定指派之。
- 30 秘書由各董事指派之，並於董事指定期限內擁有該職位。該秘書無須為董事之一。
- 31 財務由董事指派之，並於董事指定期限內擁有該職位。該財務無須為董事之一。
- 32 其它職員，例如助理秘書及助理財務，由董事指派之，並於董事指定期限內擁有該職位。
- 33 同一人得同時擁有董事會主席、總經理、秘書及財務之職位。任一副總經理亦得同時擁有秘書或財務之職位。
- 34 董事會主席(如有指派)於有出席時，應為會員所有會議及董事會所有會議之主席。如董事會主席缺席，總經理(如有出席)應為會議主席；如二人均缺席時，副總經理中之一人應為會議主席。如這些人等均未出席，主席應由出席

shall act as chairman and, in the absence of both of them, one of the Vice-Presidents shall act as chairman. If none of them is present, a chairman shall be appointed or elected by those present at the meeting.

- 35 The Secretary or an Assistant Secretary if there be one shall attend all meetings of the members, of the Board and of committees of the Directors, keep correct minutes of such meetings and enter the same in proper books provided for the purpose. They shall perform such other duties as are prescribed by the Acts or Bye-Laws, or as shall be prescribed by the Directors from time to time.

MANAGERS

- 36 Merchant Marine (Taiwan) Ltd shall be the Managers of the Company.
- 37 The Managers shall be entitled to attend all meetings of the Directors and of committees of the Directors and all annual or special general meetings of the Company.
- 38 In addition and without prejudice to any powers, duties and discretions for the time being delegated to the Managers pursuant to these Bye-Laws, the Managers may exercise and discharge all such powers, duties and discretions as may be conferred or imposed upon the Managers by the Rules.
- 39 Whenever any power, duty or discretion is delegated to the Managers pursuant to these Bye-Laws or is conferred or imposed upon the Managers by the Rules, such power, duty or discretion may, subject to any terms, conditions or restrictions imposed upon the Managers in relation thereto either pursuant to these Bye-Laws or (as the case may be) by the Rules, be exercised by any one or more of the Managers or by any servant or agent of the Managers to whom the same shall have been delegated or sub delegated.

ACCOUNTS

- 40 Any moneys for the time being in the hands of the Company and not immediately required to meet any claims, expenses and outgoings to which under these Bye-Laws or the Rules the same are applicable and the Reserves may be invested in such investments as the Directors think fit.
- 41 The Directors shall cause true accounts to be kept of all transactions of the Company in such manner as to show the assets and liabilities of the Company for the time being and the books of account shall at all times be kept at the registered office of the Company or at such other place as the Directors may from time to time determine and shall always be open to the inspection of the Directors.
- 42 The Board of Directors shall cause the accounts of the Company to be audited once at least in every fiscal year by the

會議之人指派或選舉之。

- 35 秘書或助理秘書(如有)需有一位參加會員所有會議或董事會議及董事委員會會議，以保持該會議之正確議事錄並將其編入為該目的所提供之簿冊內。其應執行本法或章程或各董事隨時要求之其它職責。

協會經理人

- 36 海商人(台灣)公司為本協會之協會經理人。
- 37 協會經理人有權參與董事會議及董事委員會之所有會議，以及本公司所有年度或臨時會員大會。
- 38 除且不影響協會經理人現時獲本章程授權之任何權力、職責及裁量外，協會經理人得行使或不行使依協會規章授與或賦予協會經理人之所有權力、職責及裁量。
- 39 依本章程授權或依協會規章賦予或課以協會經理人之任何權力、職權或裁量，在依照本章程或(如有)協會規章所課以之任何條件、條款或限制之情況下，這些權力、職權或裁量得由任一或多位協會經理人或業獲同樣授權或再授權之協會經理人之任何受雇人或代理人行使之。

會計

- 40 本公司暫時所持有且無須立即用於支付任何依章程或協會規章所適用之補償、費用及支出之金錢及準備金，得以董事認為適當之投資方式投資之。
- 41 董事應使本公司所有業務事項，以能夠表現本公司現時資產及責任之方式保持其真實帳目，且帳簿應隨時保持於本公司登記所在辦公地或董事決定之其它處所，該帳簿應公開讓董事查核之。
- 42 董事會應於每一會計年度將本公司帳目交付給依章程第 43 條所指派之監察人稽核之，稽核過之帳目應於每年年度會員大會上供閱覽，並公開讓會員查核之。

auditor appointed in conformity with Bye-Law 43 and such audited accounts shall be laid before the members at the annual general meeting in each year and shall be open to inspection by any member.

AUDIT

- 43 At the annual general meeting or at a subsequent special general meeting, an independent representative of the members shall be appointed as auditor of the accounts of the Company and such auditor shall hold office until the members shall appoint another auditor. Such auditor shall not be a Director or officer of the Company during his continuance in office.
- 44 The remuneration of the auditor shall be fixed by the members at the time of their appointment or subsequently and they may delegate this duty to the Directors.
- 45 If the office of auditor becomes vacant or the auditor is incapable of performing his duties, the Directors shall as early as practicable convene a special general meeting of the members to appoint an auditor to fill the vacancy or an acting auditor to act during the incapacity of the auditor.
- 46
- A The auditor shall examine such books, accounts and vouchers as may be necessary for the performance of his duties.
- B The auditor shall make a report to the members of the accounts examined by him at the annual general meeting in each year.
- C The auditor shall be furnished with a list of all books kept by the Company and shall at all times have the right of access to the books, accounts and vouchers of the Company and shall be entitled to require from the Directors such information and explanation as may be necessary for the performance of his duties.
- D The auditor shall be entitled to attend any general meeting of the Company at which any accounts which have been examined or reported on by him are to be laid before the Company and to make any statements or explanations he may desire with respect to the accounts and notice of every such meeting shall be given to the auditor in the manner prescribed for members.

NOTICES

- 47 Except as otherwise prescribed in the Acts, these Bye-Laws or the Rules, a notice or other document may be served by the Company on any member either by sending it by courier or through the post in a prepaid letter or by sending it by telegram,

監察人

- 43 於年度會員大會或後續的臨時會員大會，得指派一會員獨立代表，為本公司帳目之監察人，該監察人於會員另行指派另一監察人前，應保有其職位。該監察人於該職位存續期間不應為董事或本公司之職員。
- 44 監察人之報酬應於指派當時或稍後由會員確定之，會員亦得將此職權授權給各董事為之。
- 45 如監察人職位已空缺或該監察人無法執行其職權，各董事應儘早召集會員之臨時會員大會，以便指派監察人填補該空缺，或指派於監察人無法執行職務期間之代理監察人。
- 46
- A 監察人於執行其職務認為有必要時，應檢查簿冊、帳目及單據。
- B 監察人應於每年之年度會員大會向會員報告其所檢查之帳目。
- C 本公司應提供監察人本公司所保持所有簿冊之清單，監察人有權隨時查閱本公司之所有簿冊、帳目及單據，且監察人於執行職務認為有必要時，亦有權要求各董事提供資料或說明。
- D 監察人有權參加其審核或報告本公司所提交之帳目相關年度之本公司會員大會，針對相關帳目提出任何聲明或說明，開會通知應以通知會員方式通知監察人。

通知

- 47 除本法、章程或協會規章另有規定外，本公司向所有會員所發送之通知或其它文書得經由快遞或以預付郵資信函郵寄，或以電報、海底電報、無線電報、傳真或電子通訊方式，發送至下列地址給會員：
- i. 會員曾明示提供給本公司，作為

cable, radio telegraph, facsimile transmission (fax), or electronic communication, addressed to such member:

- i. at the address which shall have been expressly furnished by him to the Company as the address at which notices from the Company may be served upon him (including, for electronic communication, any address furnished for that purpose); or
- ii. if no such address shall have been furnished, at his address as appearing in the Register of Members.

48

A Any notice or other document if sent by courier or by post shall be deemed to have been served on the day following the day on which it was handed to the courier or put into the post, and in proving such service it shall be sufficient to prove that the notice or document was properly addressed, and handed to the courier or stamped and put into the post.

B Any notice or other document if sent by telegram, cable, radio telegraph, facsimile transmission (fax) or electronic communication shall be deemed to have been served on the day on which it was transmitted.

49 Nothing in these Bye-Laws shall require the Association to accept any electronic communication (including any proxy):

- i. other than at the address supplied by the Association for the purpose;
- ii. found or suspected to contain a computer virus or to be otherwise contaminated;
- iii. other than in compliance with any verification procedure applied by the Association from time to time, and, for the avoidance of doubt, if no verification procedure has been adopted by the Association, the Association shall not be required to accept any electronic communication for any purpose under these Bye-Laws.

SEAL

50 The Directors shall provide for the safe custody of the Seal, which shall only be used by authority of the Board or of any committee of the Directors authorised by the Board in that behalf and every instrument to which the Seal shall be affixed shall be signed by a Director and shall be countersigned by the Secretary or by a second Director or by some other person appointed by the Board for the purpose, provided that the Secretary may affix the Seal over his signature only to any authenticated copies of these Bye-Laws and to the minutes of all meetings or any other documents required to be authenticated by him.

ALTERATION OF BYE-LAWS

51 The Board may from time to time revoke, alter, amend or add to

本公司寄發通知給該會員之地址 (包括為電子通訊，為該目的所提供之任何地址); 或

- ii. 若未曾提供該地址，則以會員名簿上之地址為準。

48

A 以快遞或郵寄方式發送之通知或其它文件，視為於附有該通知或文件之信函交寄給快遞業者或投郵之翌日已送達，就此送達，只要證明附有該通知或文件之信函所載地址正確，並以已交寄給快遞業者已投郵即可。

B 以電報、電纜電報、無線電報、傳真或電子通訊方式發送之通知或其它文件，於發送當日視為已送達。

49 於下列情況，本章程並未要求本協會接受任何電子通訊(包括任何委託書):

- i. 除本協會為此目的所提供之地址外;
- ii. 發現或懷疑內含電腦病毒或受到感染;
- iii. 依據本協會現時所適用之驗證程序，且為避免懷疑，如本協會並未採用任何驗證程序，為本章程之任何目的，本協會不應被要求去接受任何電子通訊。

印鑑

50 董事會應將印鑑予以安全保管，該印鑑僅能由各董事依其職權或董事會所授權代表之任何委員會所使用。應蓋上印鑑之任何文件，董事必須予以簽字外，尚須秘書或另一位董事或董事會為簽章之目的所指派之任何其它人副署之，然對於章程副本之認證及所有會議之會議記錄或任何其它需要認證之文件，秘書得將印鑑蓋在其簽字處之上。

章程之變更

51 董事會得隨時將章程予以廢止、修訂、修正或增訂。然除非且非經臨時會員大會或下一年度會員大會確認前，前述章程之廢止、修訂、修正或增訂不生效力。

the Bye-Laws. However, no such revocation, alteration, amendment or addition shall be operative unless or until it is confirmed at a special general meeting or at the next annual general meeting.

FORM OF PROXY

52 The form of proxy in the schedule which is part of the Bye-Laws shall be used subject to such variations or alterations to meet the circumstances of particular cases as may be necessary and as the Directors may approve.

INDEMNITY

53

A Every Director and other officer of the Company, any member of a committee duly constituted under these Bye-Laws and the Managers (as defined in paragraph (C) of this Bye-Law) shall be indemnified by the Company against, and it shall be the duty of the Directors out of the funds of the Company to pay, all costs, losses and expenses (including but not limited to liabilities under contract, tort and statute or any applicable foreign law or regulation and all reasonable legal and other costs and expenses properly payable) incurred or suffered by him as such Director, officer of the Company, or the Managers (as the case may be), and the indemnity contained in this Bye-Law shall extend to any person acting as a Director, officer of the Company, or the Managers in the reasonable belief that he has been so appointed or elected notwithstanding any defect in such appointment or election.

PROVIDED ALWAYS that;

The indemnity contained in this paragraph (A) shall not extend to any matter which would render it void at law.

B Every person specified in paragraph (A) shall be indemnified out of the funds of the Company against all liabilities incurred by him as such Director, officer of the Company or the Managers in defending any proceedings, whether civil or criminal, in which judgement is given in his favour, or in which he is acquitted, or in connection with any application under the Companies Acts in which relief from liability is granted to him by the court.

C For the purposes of this Bye-Law "the Managers" means the Managers and any and all servants and agents of the Managers to whom duties of the Managers have been entrusted.

D The indemnity provided to Directors, other officers of the Company, any member of a committee duly constituted under these Bye-Laws and the Managers in paragraph (A) and (B) of this Bye-Law shall be extended to the directors,

委託書格式

52 視特別狀況而須變動或變更並經董事會認可外，附件之委託書格式為本章程之一部並應予以使用。

補償

53

A 本公司應且此亦為董事會之職責，自本公司基金中，補償所有董事及本公司之其它職員，依本章程適當設立之任何委員會之成員及協會經理人(如本章程 C 項所定義)由於其身為董事或職員或以協會經理人名義議定任何契約或為任何作為或事務，或為免除其各自職責所生或所應承負之所有成本、損失及費用(包括但不限於依契約、侵權行為及法定或任何可適用之外國法或規則，及所有應適當支付之合理的法律及其他成本及費用)，且本章程所規定之補償，應擴及任何得合理相信其係業經指派或獲選代表董事、本公司職員或協會經理人(如有)，而無論該指派或選舉是否有所瑕疵。

但書：

本 A 項所規定之補償不應包括依法無效之任何情事。

B 就第 A 款所列名之人所生之所有責任應，本公司應於基金以外予以補償，包括董事、本公司之職員或協會經理人於任何訴訟程序中進行抗辯，無論是民事或刑事，或判決是否有利於己，或是否被釋放，或依公司法任何申請以解除法院所課予其之責任。

C 為本章程之目的，稱「協會經理人」者，意指協會經理人及所有受該協會經理人職務委託之協會經理人之受雇人及代理人。

D 依本章程第 A 項及 B 項提供給所有董事及本公司之其它職員，依本章程適當設立之任何委員會之成員及協會經理人之補償，應包括本公司所有或控管之任何附屬公司之董事、其它職員及經理人。

54 章程第 53 條所列之人均無須負

