

海商人[Ⓜ]抗辯協會規章 2008-2009

The Rules of the Merchant Marine Freight Demurrage and Defence Association Limited (MERCHANT MARINE DEFENCE CLUB RULES)

(Effective on and from 12 noon Greenwich Mean Time on 20th February, 2008)

FDD Rules -2008

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 cover set out in Rule 2 is always subject to the warranties, conditions, exceptions, limitations and other terms set out in Rule 4 and in the remainder of these Rules.
- (3) The cover set out in Rule 2 may be excluded, limited, modified or otherwise altered by any special terms which have been agreed between an Owner and the Managers under Rule 3(B). Unless otherwise expressly agreed, such special terms shall be subject to the warranties, conditions, exceptions, limitations and other terms set out in Rule 4 and in the remainder of these Rules.
- (4) An Owner is only covered against loss or expense incurred by him which arises:-
 - (i) out of events occurring during the period of entry of a ship in the Association;
PROVIDED that:-
 - (a) as to claims and disputes arising under contract (other than those specified in Rule 1 (4)(i)(b)), in tort or under statute, such claims and disputes will be deemed to have arisen at the date when the cause of action accrued;
 - (b) as to claims and disputes concerning salvage, or in respect of towage services, such claims and disputes will be deemed to have arisen at the date when the relevant services were commenced;
 - (ii) in respect of the Owner's interest in the entered ship; and

規則 1 序言

- (1) 本協會提供給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，應受規則 4 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) 規則 2 所規定之承保事項經由船東及協會經理人間依規則 3(B)協議任何特別條款予以排除、限制、修改或變更。除另有明示協議外，該特別條款應適用規則 4 及協會規章其他規定所規定之擔保、條件、除外、限制及其他規範。
- (4) 僅承保船東於下列情形下所生之損失或費用：
 - (i) 船舶於入會期間所發生之事件；

但書：

- (a) 有關依契約(規則 1(4)(i)(b)所特別規定者除外)、依侵權行為或依法所生之求償及爭議，該求償及爭議應視為於訴因發生之日發生；
 - (b) 有關海難救助或有關拖帶服務之求償及爭議，該求償及爭議應適用於相關服務開始之日發生；
- (ii) 有關船東對入會船舶之權益；及
 - (iii) 與船東或代表船東之船舶建

[Ⓜ] 「海商人抗辯協會」為虛擬，本規章係參考某英籍大型 Defense Rules 為編譯。

- (iii) in connection with the building, sale, purchase or operation of the ship by or on behalf of the Owner.
- (5) By virtue of Rule 3(A) an Owner may be entered on terms that he is liable to pay a fixed premium to the Association provided that he has entered into an express agreement to this effect with the Managers.
- (6) An Owner who has entered his ship in the Association is bound to pay such Calls or Fixed Premiums, Contingency Calls and other sums as are due to the Association in accordance with these Rules.
- (7) These Rules are in all respects subject to the Memorandum and Articles of the Association.
- (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, other association or insurer, or permitted assignee, to the extent allowed by Rules 9, 10 and 12. It is not intended that rights should be acquired by any party through the operation of the Contracts (Rights of Third Parties) Act 1999 of the U.K. or similar legislation.

造、買賣或營運有關。

- (5) 於船東及協會經理人間有明示書面約定情況下，依規則 3(A)，船東得以支付固定保費入會於本協會之特別方式投保。
- (6) 以其船舶入會於本協會之船東應負責支付該攤付金或固定保費、追加攤付金及依據協會規章應支付給本協會之其他款項。
- (7) 本協會規章在所有事項方面均應適用本協會備忘錄及章程。
- (8) 本協會依協會規章規定所提供之承保，係為規則 9、10 及 12 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而提供。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。

RULE 2 Cover

- (A) The cover provided by the Association under these Rules applies to claims or disputes or proceedings relating to an entered ship:-
- (1) Under any charterparty, bill of lading, contract of affreightment or other contract, including but not limited to claims and disputes concerning hire, off-hire, set-off, freight, deadfreight, laytime, demurrage and/or damages for detention, despatch, speed, performance and description of a vessel, port safety and orders to an entered ship;
- (2) Under any charterparty, bill of lading, contract of affreightment or other contract, the exercise or assertion of any rights arising thereunder or generally including but not limited to the right of withdrawal, exercise of a lien, and claims arising therefrom;
PROVIDED that:-
Claims, disputes or proceedings relating to the existence of any charterparty, bill of lading, contract of affreightment or other contract may be covered by the Association notwithstanding the provisions of Rule 1(4) if the ship in connection with which the claims, disputes or proceedings have arisen has been entered in the Association.
- (3) In respect of the cancellation of a charterparty or other contract;
- (4) In respect of the loss of, damage to or detention of an entered ship;
PROVIDED that:-
In the case of the detention of an entered ship the

規則 2 承保

- (A) 本協會依協會規章所提供之承保適用於入會船舶有關之下列事項之求償或爭議或訴訟程序：
- (1) 依任何租傭船契約、載貨證券、運送契約或其他契約，包括但不限於有關租金、離租、抵銷、運費、空載運費、裝卸期間、延滯費及或有關滯留、快速費、船速及船舶之履行及說明，港口安全及對於入會船舶之命令有關之求償及爭議；
- (2) 依任何租傭船契約、載貨證券、運送契約或其他契約，由其所生之權利行使或主張，包括但不限於由其所生之權利撤銷、留置權行使及求償；
但書：
無論規則 1(4)規定為何，如該求償、爭議或訴訟程序發生於船舶已入會於本協會，本協會即可承保有關任何租傭船契約、載貨證券、運送契約或其他契約有效存在與有之求償、爭議或訴訟程序。
- (3) 有關租傭船契約或其他契約之解約爭議；
- (4) 有關入會船舶之滅失或毀損或滯留；
但書：
有關入會船舶之滯留案件，為測試該滯留之合法性，協會董

Directors may order an Owner to cause the entered ship to remain where she is for the purpose of testing the legality of such detention and if the Owner shall comply with any such order the Owner shall be covered by the Association in respect of any liability incurred to third parties consequent on such compliance and in respect of any actual loss sustained by an Owner during a period of such compliance to the extent that such loss is not otherwise recoverable, but not exceeding such sum as the Directors may in their discretion decide;

- (5) In respect of the supply of fuel, materials or equipment, or other necessities;
- (6) For negligent or improper repair of or alteration to an entered ship;
- (7) In respect of General and/or Particular Average contributions or charges;
- (8) In respect of improper loading, lightering, stowage, trimming or discharge of cargo;
- (9) In respect of and in connection with charges, disbursements, accounts received from agents, stevedores, chandlers, brokers, customs, harbour or other authorities, or others connected with the running, management and operation of an entered ship;
- (10) In respect of amounts due from or to underwriters and any other persons and/or companies conducting the business of marine insurance;
- (11) In respect of salvage or towage services rendered by or to an entered ship;
- (12) By or against passengers intended to be, being or having been carried on an entered ship or their personal representatives or dependents;
- (13) By or against officers, crews, stowaways and other persons on or about an entered ship;
- (14) In connection with the building, purchase or sale of an entered ship;
PROVIDED that:-
Claims arising in connection with the building or purchase of a ship shall fall within the cover provided by the Association only if an entry has been made with effect from the date of the relevant contract or such later date and on such terms as may be agreed by the Managers.
NOTE - Any Member considering selling an entered ship under arrangements which may involve him retaining some interest in the ship (e.g. as mortgagee) should contact the Managers immediately for advice as to the protection of any such interest.
- (15) In connection with the mortgage of an entered ship;
PROVIDED that:-
Claims, disputes or proceedings arising in connection with the mortgage of an entered ship shall only be covered by the Association if in each case the Directors in their discretion so decide.
- (16) In connection with the representation of an Owner at official investigations, inquests, or other enquiries whatsoever in relation to an entered ship;
- (17) By or against the Classification Society of the entered

事得要求船東使入會船舶維持於原處，且如船東遵守該要求，協會會承保船舶為遵守該要求所生對第三人之任何責任，以及船東於遵守要求期間所遭受之任何實際損失，然該該損失可得求償之範圍不應超過協會董事以其意見決定之範圍；

- (5) 有關燃油、物料或設備或其他必需品之供應；
- (6) 入會船舶修理或改造之過失或不當；
- (7) 有關共同海損及或單獨海損之分擔或費用；
- (8) 有關貨物之不當裝載、上駁船、堆存、平艙或卸載；
- (9) 與代理人、碼頭工人、糕板店、經紀人、海關、港埠單位或其他機關或與入會船舶之運作、管理及營運有關之其他單位所收取之費用、雜支或帳目有關或相關；
- (10) 與應支付給保險人及為海上保險業務之其他人及或公司或其應支付之款項有關；
- (11) 與入會船舶所提供或對入會船舶提供海難救助或拖帶服務有關；
- (12) 由即將、正或已上入會船舶之旅客或其個人代表或其伴隨之人所提或對其主張等；
- (13) 由入會船舶上或與入會船舶有關之船副、船員、偷渡客及其他人所提或對其主張等；
- (14) 與入會船舶之建造、購買或出售有關；
但書：
本協會所提供有關船舶建造或買賣所生求償之承保僅限該船舶於相關契約生效日或協會經理人所同意之更遲日期或條件業已入會者為限。
注意：任何會員考慮或安排將入會船舶出售，而該出售可能涉及該船舶其他利益者(例如抵押)，為保護該利益，應立即與協會經理人聯繫諮詢。
- (15) 有關入會船舶之抵押；
但書：
與入會船舶之抵押有關所生之求償、爭議或訴訟，僅該案件依協會董事以其意見認為之範圍內，始獲本協會承保。
- (16) 有關船東出席正式調查、審訊或與入會船舶有關無論任何形式之詢問；
- (17) 入會船舶之船級協會所提出或對其提出之任何案件；

ship;

- (18) By or against revenue, customs or other governmental, municipal or local authority in relation to an entered ship;

PROVIDED that:-

Unless the Directors in their discretion otherwise decide, an Owner shall not be covered in respect of any of the costs, liabilities, losses or expenses incurred in asserting or defending any of the claims or disputes or proceedings referred to in paragraphs (1) to (18) inclusive of this Rule (2)(A) if

- (a) such arise out of or are consequent upon an entered ship carrying contraband, blockade running or being employed in an unlawful trade; or
(b) the amount in dispute is less than such sums as the Directors may from time to time decide, such decision to be effective at the commencement of the policy year following the date on which the decision is taken.

NOTE - At their meeting on 17th November 1994 the Directors decided that as from 20th February 1995 the sum referred to in part (b) of this proviso should be U.S. \$10,000.

- (B) Without prejudice to sub-paragraphs (1) to (18) inclusive of Rule 2(A), the cover provided by the Association may apply to such claims or disputes or proceedings other than and/or in addition to those set out in the said foregoing sub-paragraphs of this Rule, as the Directors in their discretion may decide.

- (C) Notwithstanding Rule 27, an Owner shall be covered by the Association in respect of costs, liabilities, losses and expenses not exceeding US\$10,000 (or such other sum as the Directors may from time to time decide) which are:-

- (1) the costs incurred by an Owner for the purpose of obtaining legal or other advice in connection with any of the matters set out in Rules 2(A) and (B);
(2) the costs of, or incidental to, any proceedings to which an Owner is a party or at which he is represented, for the purpose of asserting or defending any of the matters set out in Rules 2(A) and (B), including any such costs which the Owner may become liable to pay to any other party to those proceedings;

PROVIDED that:-

Without limitation to the operation of the provisions of the Rules, which may, in the event of their breach, restrict or exclude an Owner's right of recovery from the Association, there shall be no recovery by the Owner from the Association under Rule 2(C) in respect of any costs, liabilities, losses and expenses which arise out of or are consequent upon either the fraud of or fraudulent conduct by the Owner or the wilful failure of the Owner to discharge a debt unless and to the extent that the Managers in their discretion so decide.

- (D) Without prejudice to Rule 27, an Owner shall be covered by the Association in respect of the following costs, liabilities,

- (18) 與入會船舶有關，財政、海關或其他政府、自治市或當地主管機關所提出或對其提出之任何案件；

但書：

除協會董事以其意見另有決定外，不承保船東為主張或抗辯因下列情況而與第(1)款至第(18)款包括本規則第(2)(A)款任何求償或爭議或訴訟之有關任何成本、責任、損失或費用：

- (a) 入會船舶運載違禁品、突破封鎖或使用於非法交易；或
(b) 爭議數額低於協會董事所暫時決定之數額，該決定應於決定作出後之次一保險年度開始時生效。

注意：協會董事於 1994 年 11 月 17 日決定自 1995 年 2 月 20 日開始，有關本但書(b)款所述及之數額應為 10,000 美元。

- (B) 於不損及包括規則 2(A)在內之第(1)款至第(18)款之情況下，協會董事得以其意見決定，本協會所提供之承保得適用於除及或本規則前述各款以外之任何求償或爭議或訴訟。

- (C) 無論規則 27 規定為何，本協會僅承保船東不超過 10,000 美元(或協會董事所暫時決定之金額)有關下列事項之成本、責任、損失及費用：

- (1) 船東為獲得規則 2(A)及(B)有關事項之法律或其他專業意見之目的所發生之費用；
(2) 船東為規則 2(A)及(B)所規定事項之主張或抗辯目的而為任何訴訟程序之當事人或出席該程序所生之費用，包括船東因此應負責該訴訟程序必須支付給任何其他人之任何訴訟成本；

但書：

不限於協會規章之適用實施，於船東對本協會之求償權利有任何違反、限制或除外時，對於依規則 2(C)有關任何成本、責任、損失及費用係因船舶所之詐欺或欺騙行為或船東為解除債務之有意疏忽所致或所生時，除協會經理人以其意見另有決定外，船東不得向本協會提出求償。

- (D) 於不損及規則 27 之情況下，本協會承保船東有關下列之成本、責任、損失及費用：

- (1) 於協會經理人或協會董事同

losses and expenses:-

- (1) The costs of, or incidental to any proceedings to which an Owner is a party or at which he is represented, in both cases with the support of the Managers or Directors, for the purpose of asserting or defending any of the matters set out in Rules 2(A) and (B), including any such costs which the Owner may become liable to pay to any other party to those proceedings provided such costs have been paid or become due and payable during a period when the Owner has the express, written support of the Association;
- (2) The costs incurred by an Owner with the approval of the Managers for the purpose of obtaining legal or other advice in connection with any of the matters set out in Rules 2(A) and (B);
- (3) Such costs, liabilities, losses and expenses as are incurred as a result of compliance with orders of the Directors pursuant to Rule 2(A)(4) or elsewhere in these Rules.

NOTE:- If Members wish to ensure that they are covered for disputes such as non-delivery, late delivery and cancellation of a fixture, they should enter the ship with effect from the date of the relevant contract.

意之情況下，船東為規則 2(A)及(B)所規定事項之主張或抗辯目的而為任何訴訟程序之當事人或出席該程序所生之費用，包括船東因此應負責該訴訟程序已支付或應支付給任何其他人之本協會明示書面同意之訴訟期間內所生之任何訴訟成本；

- (2) 於協會經理人同意之情況下，船東為獲得規則 2(A)及(B)有關事項之法律或其他專業意見之目的所發生之費用；
- (3) 為遵守協會董事依規則 2(A)(4)款或協會規章其他規定之指示，所發生之成本、責任、損失及費用。

注意：如會員想要確使例如未交貨、遲延交貨及租約合意後之解約等爭議有所承保，其應於相關契約生效時，將船舶予以入會。

RULE 3 Fixed Premium Entry and Special Terms

規則 3 固定保費入會及特別條款

- (A) The Managers have the right to accept an application for the entry of a ship in the Association on the following terms:
- (i) That a fixed premium shall be payable for such entry and that no liability shall arise to pay Calls in respect of such entered ship, and/or
 - (ii) That the Owner shall not (subject to Rule 5) be obliged to become a Member of the Association, and/or
 - (iii) That the Owner shall remain liable to pay a Contingency Call or Calls when levied pursuant to Rule 20.

An entry under this Rule 3(A) shall be known as a "Fixed Premium Entry".

- (B) Save insofar as is expressly prohibited by these Rules, the Managers may accept an application for the entry of a ship in the Association on special terms which may exclude, limit, modify or otherwise alter the cover set out in Rule 2, and, notwithstanding Rule 1(4), such special terms may include cover against events that may arise otherwise than in respect of the entered ship, or otherwise than in connection with the operation of the entered ship.

- (A) 協會經理人有權接受船舶以下列方式入會於本協會之申請：

- (i) 以應支付固定保費方式入會，且不負責該入會船舶有關應支付攤付金所生之任何責任，及/或
- (ii) 船東無義務(依規則 5)成為本協會之會員，及/或
- (iii) 船東仍應負責依規則 20 所徵收之追加攤付金。

依本規則 3(A)入會者，即為「固定保費入會」。

- (B) 除協會規章另為明示禁止之情況外，協會經理人於接受船舶入會於本協會之申請時之特別條款，得排除、限制、修改或其他變更規則 2 所規定之承保範圍，且無論規則 1(4)規定為何。該特別條款應包括與有關入會有關或與入會船舶之營運有關所致生事件之承保。

RULE 4 Warranties, Conditions, Exceptions and Limitations

規則 4 擔保、條件、除外及限制

- (A) Payment first by the Owner

Unless the Directors or the Managers in their discretion otherwise decide, it is a condition precedent of an Owner's right

- (A) 船東需先支付賠款

除協會董事或協會經理人以其裁量另有決定外，船東有權向協會

to recover from the funds of the Association any sums in respect of which an Owner is covered that he shall first have discharged or paid the same.

(B) Save only where a lesser sum is agreed with the Managers in accordance with Rule 3(B), the liability of the Association to an Owner or Joint Owner for costs, liabilities, losses and expenses shall in no circumstances exceed in aggregate US\$15 million any one event or occurrence or series thereof giving rise to a claim

(C) 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 cover an Owner of an entered ship against any of the costs, liabilities, losses or expenses arising out of risks against which that Owner would have been insured (save to the extent of any franchise or deductible) if at the time of the incident giving rise to the said costs, liabilities, losses or expenses the ship had been fully insured for its proper value under Hull Policies on terms equivalent to those of the Lloyds Marine Policy MAR form 1/1/82 with the current Institute Time Clauses Hulls 1/10/83 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.

PROVIDED that:-

Any franchise or deductible to which any such Hull Policy is subject shall be deemed not to exceed 2 per cent of the insured value in respect of each incident.

(D) Exclusion of War Risks

Unless and to the extent that the Directors in their discretion otherwise decide, the Association shall not cover an Owner of an entered ship against any of the costs, liabilities, losses or expenses arising out of the risks against which that Owner would have been insured if at the time of the incident giving rise to the said costs, liabilities, losses or expenses the ship had been fully insured for its proper value under War Risk Policies on terms equivalent to those of the Institute Time War & Strikes Clauses Hull-Time 1/10/83 and the Institute Protection & Indemnity War & Strikes Clauses Hull-Time 20/7/87. 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.

(E) Exclusion of P & I Risks

Unless and to the extent that the Directors in their discretion otherwise decide, the Association shall not cover any Owner to any extent whatsoever against any of the costs, liabilities, losses or expenses arising out of risks against which an Owner would be insured if the entered ship were fully insured against the risks specified in the current Rules of the Merchant Marine Mutual Steamship Assurance Association (Taiwan) Limited by an entry in that Association (including not only those costs, liabilities, losses and expenses recoverable only at the discretion of the Directors, but also, in the case of Specialist Operations

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先支付該賠款。

(B) 如協會經理人依規則 3(B) 同意另一較低金額時，本協會對於船東或共同船東有關任何成本、責任、損失及費用之責任，在任何情況下，有關造成該求償之任一事件或連串事件之責任不應超過總額 1,500 萬美元。

(C) 得由船體保單承保之金額除外

除協會董事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，於發生任何成本、責任、損失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成本、責任、損失或費用，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。

但書：

任何該船體保單之任何起賠額或自負額應視為不超過有關任一事件投保金額之 2%。

(D) 戰爭風險除外

除協會董事另有決定且就其決定之範圍外，於發生任何成本、責任、損失或費用之事故當時，入會船舶應已以適當價值全額投保相當於 1/10/83 勞氏海上保單 MAR 格式(附加 1/10/83 協會船體定時戰爭及罷工保單條款)及協會防護及補償戰爭及罷工定時船體條款 (20/7/97) 之船體保單可獲保之成本、責任、損失或費用，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。

(E) 防護及補償風險除外

除協會董事另有決定且就其決定之範圍外，於發生任何成本、責任、損失成本或費用之事故當時，入會船舶應已完全投保現時海商人互保(台灣)協會協會規章(包括僅協會董事依其裁量始可獲理賠之成本、責任、損失或費用，亦包括特別作業及客輪、協會規章特別風險之特別承保或船

and Passenger Ships, the Special Cover risks specified in those Rules or such wider cover as agreed by the Owner) or by some equally wide P & I insurance.

(F) Exclusion of certain nuclear risks

The Association shall not cover any Owner against any costs, liabilities, losses, or expenses arising out of or in consequence of the emission of ionising radiation from, or the toxic, explosive or other hazardous properties of, nuclear fuel or radio-active products or waste carried as cargo in an entered ship with the exception of 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.

(G) Double insurance

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

- (i) apart from any terms in such other cover or 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.

PROVIDED that:-

With the approval of the Directors, an Owner may be covered by special agreement with the Association made either directly with himself or with other insurers upon the terms that certain costs, liabilities, losses and expenses shall be borne by the Association notwithstanding such other cover or insurance.

(H) Set-off

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

(I) Obligations with regard to claims

- (i) An Owner must promptly notify the Managers in writing of every casualty, event, dispute or claim which is liable to give rise to a claim upon the Association, and of every casualty, event, dispute or claim which is likely to cause the Owner to incur costs, liabilities, losses and expenses or payment of other sums in respect of which he may be covered by the Association. Such notice shall in no case be given later than three months after the Owner has knowledge that the relevant casualty, event, dispute or claim has arisen.

NOTE - It is stressed to all Members that it is the obligation of the Owner to give proper and timely notification to the Managers of matters covered by these Rules, and not the obligation of any lawyers or other persons representing the Owner.

- (ii) An Owner shall at all times promptly notify the Managers as well as any lawyers and/or other persons appointed to act on his behalf under the Rules, of any information, documents,

東所同意更為廣泛之承保)或具同等廣泛之防護補償保險可獲保之成本、責任、損失或費用，本協會不予補償。

(F) 核子風險之除外

本協會不補償船東因離子輻射或具毒性、爆炸性或其它危險物件、入會船舶以貨物為運載之核子燃料或放射性產品或廢料直接或間接所致或所生之任何責任、損失、成本或費用，然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及協會董事依所額外排除適用者除外。

(G) 複保險除外

除協會董事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。

但書：

於協會董事同意的情況下，無論其他承保或保險之規定為何，船東得自己直接或經由其他保險人方式與本協會就本協會應負擔之某些成本、責任、損失及費用之條件達成特別協議。

(H) 抵銷

於不損及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。

(I) 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成本、責任、損失及費用之任何事件或情事時，應迅速通知協會經理人。該通知在任何情況下不得晚於船東一知曉該相關事故、事件、爭議或求償發生之日三個月。

注意：謹此向所有會員強調，就協會規章所承保之事項適當且及時通知協會經理人為船東之義務，其非代表船東之任何律師或其他人之義務。

reports or evidence in his or his agents' custody, possession, power or knowledge concerning any casualty, event, dispute or claim which has led or which may lead to a claim by the Owner upon the Association. An Owner shall further, whenever so requested by the Managers or any lawyers or other persons appointed to act on his behalf, at all times promptly produce all relevant documents in his or his agents' custody, possession or power and allow the Managers, lawyers, or other persons concerned to inspect, copy and photograph the same. An Owner shall further at all times promptly, on request, permit the Managers or any such lawyers or persons to interview any servant, agent or other person who may at any time have been employed by the Owner or whom the Managers or such lawyers or persons may consider likely to have any direct or indirect knowledge of the said casualty, event, dispute or claim.

- (iii) No claim made against an Owner of which notice has been given to the Managers under sub-paragraphs (i) and (ii) of Rule 4(I) shall be settled, nor shall any liability be admitted or costs incurred by or on behalf of any Owner without the prior approval of the Managers.
- (iv) Without prejudice to sub-paragraph (iii) of this Rule 4(I), no Owner shall settle or compromise any claim, dispute, matter or proceedings which may have been taken or defended with the support of the Association without the prior approval of the Managers, or without complying with any requirements of the Managers as regards making provision for any costs or expenses incurred by the Association. In the event of any Owner so settling or compromising without such approval or without complying with any such requirements, the Owner shall become liable to pay to the Association the whole of the costs and expenses incurred by the Association or such proportion of those costs and expenses as the Directors in their discretion shall determine.
- (v) In the event that an Owner commits any breach of his obligations referred to in sub-paragraphs (i) to (iv) of Rule 4(I), or if an Owner shall wilfully or negligently withhold or knowingly conceal any relevant information, document or evidence or shall make any false statement with a view to obtaining the support of the Association in any matter, or if an Owner shall cause or knowingly permit any other person so to act, the Directors may in their discretion reject any claim by the Owner against the Association arising out of the relevant casualty, event, dispute or claim, reduce the sum payable by the Association in respect thereof by such amount as they may determine, or require the Owner to repay to the Association any costs or expenses which the Association may have incurred in connection therewith.

- (ii) 船東應隨時將其自身或其代理人所持有、佔有、控管或知悉與有任何會導致或可能導致船東向本協會求償之事故、事件、爭議或求償之任何資料、文件、報告或證據，迅速通知協會經理人及依本規則所指定代表其行事之任何律師及或其他人。一經協會經理人或其所指定之律師或其他人之請求，船東應進一步立即提供其或其代理人所持有、佔有或控管之所有相關文件，以使協會經理人、其律師或其他相關人能進行檢閱、複製或複印。船東並應允許本協會或其律師或相關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。
- (iii) 向船東所提出之任何求償，如未依規則 4(I)第(i)及(ii)款通知協會經理人，且未經協會經理人事先許可，船東或代表船東支人不得進行解決，亦不得承認任何責任，或發生任何費用。
- (iv) 於不損及本規則 4(I)第 iii 款之情況下，在未經協會經理人事先同意或未遵守協會經理人有關本協會所生任何成本或費用之規定所為任何要求之本協會支持採行或進行抗辯時，船東不得解決或協商處理任何求償、爭議、事件或訴訟。如任何船東未經該事先許可或未遵守該要求而解決或協商解決者，船舶所有人應負責支付本協會所發生之所有成本及費用或協會董事以其意見認為之成本或費用之比例部分。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。
- (v) 如船東有違反前述規則 4(I)第(i)至(iv)款義務，或船東有意或過失地抑制或有意隱藏任何有關資料、文件或證據，或為取得本協會在任何方面之支持而有任何虛偽陳述，或如船東造成或故意允許任何其他人士如此為之，則協會董事以其意見得決定拒絕船東向本協會所提出該相關事故、事件、爭議或求償之求償，或降低本協會有關該求償應支付之款項至協會董事所決定之數額，或要求船舶將本協會與該事項有關所發

(J) Time Bar

Without prejudice to Rule 4(I)(i), in the event that an Owner fails to submit a claim to the Managers for reimbursement of any costs, liabilities, losses or expenses within one year after discharging or settling the same, the Owner's claim against the Association shall be waived and absolutely barred and the Association shall be under no further liability in respect thereof unless the Directors in their discretion shall otherwise determine.

生之任何成本或費用償還給本協會。

(J) 時效屆滿

在不損及規則 4(I)(i) 款之情況下，如船東疏於在卸除其責任後之一年內，就所生應獲補償之任何成本、責任、損失或費用向協會經理人提出求償者，船東向本協會之求償主張即應為放棄且罹時效屆滿，除協會董事依其裁量有另外決定外，協會就此即不再負擔任何責任。

RULE 5 Owners and Successors Bound by Rules

(A) Every entry in the Association shall, save and insofar as it contains any special terms inconsistent herewith, be deemed to incorporate and shall incorporate all the provisions of these Rules.

(B) An Owner by whom or on whose behalf an application is made for cover by the Association (whether he is or is to be a Member of the Association or not), and any insurer to be reinsured pursuant to Rule 10, 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 made with the Association.

規則 5 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) 船東或代表船東之人向本協會為保險之申請(無論其為或即將為本協會之會員與否)，及任何得依規則 10 為再保險之保險人，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。

RULE 6 Applications for Cover

(A) Any applicant Owner who desires to enter a ship in the Association shall make application for such entry in such form as may from time to time be required by the Managers.

(B) Any particulars or information given by an applicant Owner in any application form in the course of applying for cover or negotiating changes in the terms of cover to the Managers shall, if the entry of the relevant ship be accepted, be deemed to form the basis of the contract between the Owner and the Association, and it shall be a condition precedent of the provision of cover by the Association pursuant to such contract that all such particulars or information were true when given so far as the Owner knew or could with reasonable diligence have ascertained to be true.

(C) The Managers shall be entitled, in their discretion and without giving any reason, to refuse any application for the entry of a ship in the Association whether or not the applicant Owner of such ship is a Member of the Association or has applied for membership.

規則 6 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資料明細，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它明細或資料，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。

RULE 7 Agreement on Rating

規則 7 費率協議

Before an application is accepted for the entry of a ship in the Association on terms including the terms (as set out in Rule 1(6)) that the Owner is to pay Calls, Contingency Calls and other sums due to the Association in accordance with these Rules, the applicant Owner and the Managers shall agree the rating of the ship concerned. In deciding upon the rating of any ship the Managers may take into account all matters which they may consider relevant, including the degree of risk estimated to be involved in the proposed cover.

以船東支付協會規章所規定應支付給本協會之攤付金、追加攤付金及其他金作為接受接受船舶入會於本協會之申請條件(如規則 1(6)之規定)，申請船東及協會經理人應同意相關船舶之費率。於決定該船舶之費率時，協會經理人應將所有其認為相關之事項，包括涉及相關承保提供之預估風險大小等列入考量。

RULE 8 Certificate of Entry and Endorsement

規則 8 入會證明及批單

(A) After accepting any application for the entry of a ship in the Association 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. Every such Certificate of Entry shall state:-

- (i) that such Owner has been entered in the Register of Members of the Association as a Member (save where he is already a Member);
- (ii) any respect in which the terms on which such ship has been entered in the Association differ from the cover set out in these Rules;
- (iii) the date and time when the entry of such ship in the Association commenced or is to commence;
- (iv) if such entry has been accepted for a fixed period, the date and time when the entry of such ship in the Association is to cease;
- (v) the rating agreed under Rule 7 in respect of the entered ship;
- (vi) in respect of a Fixed Premium Entry, the amount of the premium and the date or dates when it is payable.

(B) If at any time or from time to time the Managers and the Owner of any ship entered in the Association shall agree to vary the terms on which the ship is so entered, the Managers shall thereafter issue to the Owner of such ship an Endorsement stating the terms of such variation and the date from which such variation was or is to be effective.

(C) Every Certificate of Entry (with any Endorsements thereon) shall be conclusive evidence and binding for all purposes as to:-

- (i) the date and time from which such entry commenced or was to commence;
- (ii) the terms on which the relevant ship is or was entered in the Association;
- (iii) the terms of any variation of such entry and the date from which such variation is or was to be effective, including but not limited to variations in the rating;
- (iv) all relevant details for Fixed Premium Entries, including but not limited to the period for which such premium is payable, the date and time at which the entry is to cease, the amount of the premium and the date or dates when it is to become payable.

(A) 於接受船舶入會於本協會之任何申請時，協會經理人應以協會經理人現時使用之格式，簽發該船舶之入會證明給船東。每一入會證明應載明：

- (i) 該船東已經本協會會員登記處入會登記為會員(然其已是會員者除外)；
- (ii) 該船舶入會於本協會之不同於協會規章所規定之承保之任何條件約定之說明；
- (iii) 該船舶入會於本協會之開始或將開始之日期及時間；
- (iv) 如某入會係以固定期間為之，該入會船舶於本協會停止承保之日期及時間；
- (v) 有關入會船舶依規則 7 所協議之費率；
- (vi) 如為固定保費入會，保費金額及應支付之日期或數日期。

(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東。

(C) 任一入會證明(及其任何批單)為下列事項之目的，應具絕對之證據及拘束力：

- (i) 該入會開始或已開始之日期及時間；
- (ii) 相關船舶入會或已入會於本協會之條件；
- (iii) 該入會條件之任何變更，及該變更生效或已生效之日期，包括但不限制於費率之變更；
- (iv) 所有固定保費入會之相關細節資料，包括但不限於該保費應支付之期間、該入會應終止之日期及時間、保費金額及應支付之日期或數日期。

(D) 除前述已簽發之入會證明或批單

(D) No evidence shall be admissible as to the said terms, variations, premium, date and time other than a Certificate of Entry or Endorsement issued as aforesaid.

PROVIDED that:-

In the event that any Certificate of Entry or any Endorsement 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 which shall in like manner be conclusive evidence and binding.

RULE 9 Joint Entries

(A) Subject to Rules 6, 7 and 8, if a ship shall be entered in the Association in the names of or on behalf of more persons than one (hereinafter referred to as "Joint Owners") the terms upon which each Joint Owner shall be entitled to recover costs, liabilities, losses and expenses from the Association and upon which the Association shall be entitled to recover from the Joint Owners Calls or other sums due to the Association, shall be such as may be agreed in writing between the Joint Owners and the Managers.

(B) Unless otherwise agreed all Joint Owners shall be jointly and severally liable to pay all Calls or other sums due to the Association in respect of such entry. The receipt by any one of the Joint Owners of any sums payable by the Association in respect of such entry shall be a sufficient discharge of the Association for the same.

(C) Without prejudice to any other Rule, the following terms of entry shall apply specifically to Joint Owners:-

- (i) failure by any Joint Owner to disclose material information or documents within his knowledge shall be deemed to have been failure of all the Joint Owners;
- (ii) conduct of any Joint Owner which would have entitled the Association to decline to indemnify him in respect of any costs, liabilities, losses or expenses shall be deemed the conduct of all the Joint Owners; and

(iii) unless the Managers have otherwise agreed, 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 or the Managers shall be deemed to have been made with the full approval and authority of all the Joint Owners.

(D) Costs, liabilities, losses and expenses incurred in connection with claims or disputes or proceedings between Joint Owners shall not be recoverable from the Association.

RULE 10 Reinsurance

(A) The Managers may in their discretion accept an application for

外，有關相關條件約定、變更、保費、日期及時間之證據，均一概不予承認。

但書：

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絕對證據，並生拘束力。

規則 9 共同入會

(A) 於適用規則 6、7 及 8 之情況下，若船舶係以或代表超過一人以上之名義入會時(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金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) 不損及任何其他規則之情況下，下列入會條款應特別適用於共同船東：

- (i) 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；
- (ii) 任一共同船東行為使本協會得以拒絕補償該船東有關任何成本、責任、損失或費用者，該行為視為所有共同船東之行為；及

(iii) 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。

(D) 共同船東間之任何求償或爭議或訴訟有關所生之成本、責任、損失及費用，不得向本協會請求賠償。

規則 10 再保險

(A) 協會經理人得自行決定接受本協會

the reinsurance of all or any part of the cover provided by the Association under these Rules. If the Managers shall accept an application for reinsurance by the Association, the ship or ships in respect of which the application is made shall be entered in the Association by way of reinsurance and shall for the purposes of these Rules be an entered ship or entered ships. The insurer concerned shall not be or become a Member of the Association but he shall in all other respects have the same rights and be under the same obligations for the purposes of these Rules, and his contract with the Association shall for all purposes take effect as though he were the Owner of such entered ship or ships and in such capacity had entered the ship or ships in the Association.

- (B) The Managers may in their discretion reinsure any matter covered by the Association under these Rules (including but not limited to any reinsurance accepted under Rule 10(A)) with such reinsurers and on such terms as the Managers shall consider appropriate.

RULE 11 Membership

- (A) Subject to Rule 11(B), if the Association accepts an application for the entry of a ship in the Association from an Owner who is not already a Member of the Association 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 with the Association as a Fixed Premium Entry, pursuant to Rule 3(A), the Managers may in their discretion decide either that the Owner is or is not to be a Member of the Association and they may accept the application on either basis.
- (C) Any Owner who is or becomes a Member shall from noon GMT on 20 February 1999 also become and remain a Member of MERCHANT MARINE (TAIPEI) (or its successor or assigns) subject always to the provisions of the Memorandum and Articles of Association and Rules of MERCHANT MARINE (TAIPEI) (or constitutional documentation of any successor or assign) from time to time in force. Accordingly, in any Policy Year, it is a condition of continuation of Membership of the Association and acceptance of any application for Membership of the Association that the aforesaid terms apply.
- (D) The provisions of Rule 11(C) shall apply if, but only if and for so long as the risks covered by this Association are reinsured with MERCHANT MARINE (TAIPEI) (or its successor or assigns) by the Association. Such reinsurance shall be deemed to be in place for the purposes of this Rule 11(D) if there is at noon GMT on 20 February 1999, and continues to remain in place, an agreement between the Association and MERCHANT MARINE (TAIPEI) (or its successor or assigns) for reinsurance of risks.

依協會規章所提供之承保之全部或任何部分為再保險之申請。如協會經理人接受本協會再保險之申請，有關該申請之船舶或數船舶應以再保險入會於本協會，且為協會規章之目的，應視為入會船舶或入會數船舶。相關保險人並非或成為本協會之會員，然其於所有其他方面，為協會規章之目的，應具有相同的權利及義務，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) 協會經理人得將本協會依協會規章承保之任何事項與該再保險人且以協會經理人認為適當之條件予以再保險(包括但不限於規則 10(A)所接受之任何再保險)。

規則 11 會員資格

- (A) 於適用規則 11(B)之情況下，如本協會接受非為本協會會員之船東之船舶之入會於本協會之申請，則該船東應於接受該入會之日起，即為並成為會員，且其名字將被登錄於會員名冊上。
- (B) 如本協會接受依規則 3(A)以固定保費之船東之船舶之入會於本協會之申請，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) 任何成為會員之船東應自 1999 年 2 月 20 日格林威治中午時間亦成為並持續為海商人抗辯保險(台北)有限公司(或其繼承人或受讓人)之會員，且適用該公司之現時有效之備忘錄及章程及規章之規定(或其繼承人或受讓人之組織文件)。於任何保險年度，前述規定為本協會會員資格之繼續及本協會會員資格申請接受之條件。
- (D) 規則 11(C)規定應僅且僅適用於本協會所承保之風險為本協會向海商人抗辯保險(台北)有限公司(或其繼承人或受讓人)為再保之範圍。為本規則 11(D)之目的，該再保險應視為已於 1999 年 2 月 20 日格林威治中午時間完成投保，且依本協會及海商人抗辯保險(台北)有限公司(或其繼承人或受讓人)間就風險之再保險之協議，繼續為再保險之維持。

RULE 12 Assignment

(A) No right or benefit given by the Association and no interest arising 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 determine, 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 13 Period of Entry

(A) Subject to Rule 14, the entry of a ship in the Association otherwise than for a fixed period shall continue until the end of the policy year which is current at the date on which such entry began.

(B) The entry of a ship in the Association for a fixed period shall cease upon the expiry of such period.

RULE 14 Continuation of Entry

(A) If at the end of any policy year a ship entered in the Association during the course of that policy year, otherwise than for a fixed period, shall still be so entered, then the entry of such ship in the Association shall continue for the next policy year upon the same terms as those in force for the previous policy year unless:-

- (i) at the request of the Owner of the entered ship other terms shall be agreed; or
- (ii) a notice shall have been given under Rule 15; or
- (iii) the Managers have given a notice not later than noon Greenwich Mean Time on the 20th January in the current policy year that the terms upon which the ship is to be entered by the Association for the next policy year are to be changed.

(B) In the event that the Managers shall have given such notice as is referred to under Paragraph (A)(iii) of this Rule 14, the entry for the next policy year shall continue upon such terms as may be agreed between the Owners and the Managers before noon

規則 12 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 13 保險期間

(A) 於適用規則 14 之情況下，除固定期間之入會外，船舶入會於本協會應繼續至該入會開始當期之該保險年度結束。

(B) 船舶以固定期間入會於本協會者，應於該期間屆滿時停止。

規則 14 入會之繼續

(A) 除固定期間入會外，船舶於某保險年度中入會於本協會，於任何保險年度結束時，該船舶入會於本協會應與前一保險年度同樣的條件，於下一保險年度繼續之，然下列情況除外：

- (i) 應入會船舶船東之請求，已同意其他條件等；或
- (ii) 已依規則 15 為通知者；或
- (iii) 協會經理人以不晚於當期保險年度之 1 月 20 日格林威治中午時間以前通知該船舶於下一保險年度入會於本協會之條件應予以修改。

(B) 如協會經理人已依本規則 14 第 (A)(iii) 款為通知者，下一保險年度之入會應依據船東與協會經理人於該通知發送後之 2 月 20 日格林威治

Greenwich Mean Time on the 20th February next following such notice but, if no terms shall by then have been agreed, the entry of the ship in the Association shall thereupon cease.

中午時間前所達成之任何協議繼續承保之，如於該時尚未達成協議，該船舶於本協會之入會即應停止。

RULE 15 Termination and Notice of Termination

規則 15 終止之通知

(A) Without prejudice to any other Rule the period of entry of any ship entered in the Association (otherwise than for a fixed period) may be terminated in the following manner:

(A) 於不損及任何其他規則之情況下，船舶入會於本協會之保險期間(非固定期間者)，得依下列方式終止之：

(i) the Directors may in their discretion and without giving any reason terminate the entry of any Owner in the Association at any time by the giving of a written notice of termination to such Owner not later than noon Greenwich Mean Time on 20th January in any policy year;

(i) 協會董事於任何保險年度之 1 月 20 日格林威治中午時間之前，得不附理由，對船東發出終止之書面通知；

(ii) the Managers may at any time, but not later than noon Greenwich Mean Time on 20th February in any policy year, terminate the entry of any Owner in the Association by the giving of a written notice of termination if any amount due from the Owner to the Association remains unpaid;

(ii) 如船東應支付給本協會之任何款項有未支付者，協會經理人得於任何時間，然不得晚於任何保險年度之 1 月 20 日格林威治中午時間之前，發出書面終止通知，終止任何船東於本協會之入會；

(iii) an Owner in his discretion and without giving any reason may give a written notice of termination to the Association not later than noon Greenwich Mean Time on the 20th January in any policy year.

(iii) 船東於任何保險年度之 1 月 20 日格林威治中午時間之前，得不附理由，對本協會發出終止之書面通知。

(B) If a notice shall have been given pursuant to paragraph (A)(i),(ii) or (iii) of this Rule the period of entry shall terminate at noon Greenwich Mean Time on 20th February next following such notice.

(B) 若通知已依本規則 A 項(i)、(ii)或(iii)發出，則保險期間於發出該通知後之 2 月 20 日格林威治中午時間終止。

(C) Save with 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.

(C) 除協會經理人同意外，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。

RULE 16 Obligations as to Payment

規則 16 付款之義務

(A) An Owner who has entered a ship in the Association in respect of any policy year shall pay Calls to the Association in accordance with these Rules.

(A) 於任何保險年度將其船舶入會於本協會之船東，應依協會規章支付攤付金給本協會。

(B) An Owner who has entered a ship in the Association as a Fixed Premium Entry under Rule 3(A) shall pay the fixed premium or other sums agreed to be due to the Association in respect of the said entry in such instalments and on such dates as the Managers shall specify.

(B) 依規則 3(A) 固定保費入會方式將船舶入會於本協會之船東，應依協會經理人所指定之入會分期及付款日，支付該固定保費或其他協議金額給本協會。

(C) An Owner who has entered a ship in the Association shall pay a Contingency Call or Calls when levied pursuant to Rule 20.

(C) 船東將船舶入會於本協會者，應支付規則 20 所徵收之一次或多次追加攤付金。

(D) An Owner who has entered a ship in the Association shall pay any amounts due by way of remuneration of the Managers in accordance with Rule 31.

(D) 船東將其船舶入會於本協會者，應依規則 31 支付應支付之任何報酬給協會經理人。

PROVIDED that:-

但書：

Without prejudice to sub-paragraphs (A)-(D) of this Rule 16, the Directors may in their discretion and at any time require any Owner to guarantee in such form and on such terms as the Directors may require the payment of Calls or Fixed Premium, Contingency Calls or such other sums as are due to the Association under these Rules.

RULE 17 Assessment of Calls

(A) Without prejudice to Rule 20, the Directors shall decide at such time as they think fit, the sum or sums per entered ship which are to be levied from the Owners whose ships are entered in the Association for the relevant contribution period and which are to be paid by way of Call or Calls in respect of such ship pursuant to Rule 16(A).

In deciding the sum or sums to be so levied the Directors shall take into account the matters referred to in Rule 18.

(B) The Call or Calls so fixed by the Directors shall be payable by all Owners whose ships are entered in the Association for the relevant contribution period, notwithstanding that

- (i) the ship may not have been so entered at the time or times when the Association's liability to pay the claims, general expenses or other outgoings referred to in Rule 18 may have accrued; and
- (ii) the ship will not be so entered at the time when the Association may incur a liability for, or pay, any claim or claims, general expenses or other outgoings.

(C) The sum or sums so fixed for each Call or Calls shall (unless and to the extent that the Directors shall in their discretion determine otherwise in respect of any contribution period) be subject to such discounts or surcharges as may from time to time have been agreed between the Managers and the respective Owners.

RULE 18 Funds of the Association

(A) The income of the Association shall derive from:-

- (i) payment to the Association of Calls, Fixed Premiums and other sums due to the Association in accordance with these Rules; and
- (ii) returns on investments made pursuant to Rule 19.

(B) The funds accruing to the Association under Rule 18(A) shall be used:-

- (i) to meet claims, general expenses and other outgoings (whether incurred, accrued or anticipated) of the Association, including without prejudice to the generality of the foregoing:-
 - (a) in respect of Fixed Premium Entries any excess of claims, general expenses and other outgoings over the

於不損及本規則 16 第(A)至(D)項之情況下，協會董事以其意見認為且於任何時間要求船東應以某形式及協會董事所要求之方式，針對攤付金或固定保費、追加攤付金或依協會規章應支付給本協會之其他款項，提供擔保。

規則 17 攤付金之估算

(A) 於不損及規則 20 之情況下，協會董事得於任何時間且於其認為適當時，決定將其船舶入會於本協會之船東，就其入會船舶應被徵收之相關分擔期間及有關該船舶依規則 16(A) 應支付之一攤付金或數攤付金。

於決定應徵收之數額時，協會董事應將規則 18 所述及之事項列入考量。

(B) 協會董事所確定之攤付金或數攤付金應由其船舶於相關分擔期間入會於本協會之所有船東支付之，然無論如何：

- (i) 於本協會支付求償、一般費用或已發生規則 18 所述及之其他開支時，船舶並未已入會；且
- (ii) 於本協會於可能發生責任或支付任何求償、一般費用或其他開支時，船舶尚未入會。

(C) 任一攤付金或數攤付金所確定之數額或數數額(除協會董事就任何分擔期間有另外決定且就該決定之範圍)應適用協會經理人及代表船東業已達成協會之任何折扣或附加款項。

規則 18 本協會基金

(A) 本協會收入來源如下：

- (i) 支付給本協會之攤付金、固定保費及依協會規章應支付給其他本協會之其他款項；及
- (ii) 依規則 19 所進行投資之收益返回。

(B) 本協會依規則 18(A) 所累積之基金應使用如下：

- (i) 支付求償、一般開支及本協會其他費用(無論是否已發生、滋生或預計)，包括不損及下列事項之一般性：
 - (a) 有關固定保費入會、任何超額求償，一般開支及超過支

premiums payable to the Association in respect thereof;
and

(b) any proportion of claims, general expenses or other outgoings of any insurer other than the Association which has fallen or which may be thought likely to fall upon the Association by virtue of any reinsurance or other agreement concluded between the Association and such other insurer.

(ii) for such other purposes as the Directors may from time to time approve.

(C) The Directors in their discretion shall determine in respect of each contribution period the extent of funds required by the Association in that contribution period to meet the commitments of the Association as set out in Rule 18(B), and in their further discretion may allocate to such funds income accruing to the Association under Rule 18(A) in whatever proportions they deem expedient.

RULE 19 Investment

The funds of the Association may (subject to the direction and general supervision of the Directors) be invested 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 may be thought fit. The funds of the Association may also be invested by such other method as the Directors may approve.

RULE 20 Contingency Fund and Contingency Call

(A) The Directors may in their discretion establish and maintain a fund (hereinafter called "the Contingency Fund") to meet in part or in whole the estimated total outstanding liabilities, contingent, future and anticipated liabilities of the Association, whether the said liabilities had arisen or might arise in respect of the current policy year or contribution period or in respect of any other policy year or contribution period.

NOTE - This Rule is designed to provide the Directors with the power to call in sufficient funds to meet the total exposure of the Association, to the extent not covered by funds in hand, in the event either of the withdrawal of an unusually large number of ships or of the Association ceasing to underwrite. In these limited and unlikely circumstances the Directors are empowered to levy Contingency Calls on Members who were Members during (no more than four) previous years.

(B) The funds required to establish and maintain the Contingency Fund shall be levied by a Contingency Call or Calls (hereinafter called "a Contingency Call") in the following manner:-

(i) the Directors shall determine the total amount required to be raised by each such Contingency Call;

付給本協會之保費之其他費用；及

(b) 除本協會以外任何其他保險人之求償、一般開支或其他費用之任何比例分擔，而該分擔因任何再保險或與其他協會及該其他保險人間之協議已應由或可能會由本協會負擔

(ii) 為協會董事臨時認可之其他目的。

(C) 協會董事以其意見決定本協會於任一分擔期間所需要之基金多寡，以於該分擔期間能因應本協會依規則 18(B) 所需之任務支付，及協會董事得進一步決定本協會依規則 18(A) 所積存之基金收入以其認為適宜之比例為分配運用。

規則 19 投資

協會經理人得將本協會之資金，(於協會董事之一般監督下)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協會董事核可之其他方式投資之。

規則 20 追加基金及追加攤付金

(A) 協會董事得決定設立並維持一基金(以下稱為「追加基金」)以因應本協會預估的總未結責任、及後續、未來及預期責任，無論該責任於當年度或分擔期間或有關於任何其他保險年度或分擔期間已經發生或可能發生。

注意：本規則之設計係於大量船舶不正常撤銷保險或本協會中止承保等因素，就現有基金無法涵蓋之範圍，提供協會董事一能徵收應付本協會總責任負擔之足夠基金之權力。於此限定及不太可能發生之情況下，授予協會董事向先前保險年度之會員(不超過四年)徵收追加攤付金。

(B) 設立及維持追加基金所需之基金應以下列方式徵收一次或多次追加攤付金：

(i) 協會董事應決定每次徵收追加攤付金所需之總金額；

(ii) 協會董事尋求徵收追加攤付金

(ii) each Owner whose ship is entered in the Association at any time in the policy year during which the Directors resolve to make a Contingency Call, and each Owner (whether or not any ship is entered by such owner in the Association in the policy year during which the Directors resolve to make a Contingency Call) whose ship has been entered in the Association either in any of the four years preceding the policy year in which the Directors resolve to make a Contingency Call or in any policy year commencing on or after 20th February, 1985 (whichever number of policy years shall be the smaller) shall pay in respect of any and each Contingency Call for each ship entered for each such policy year the amount calculated in accordance with sub-paragraph (iii) of Rule 20(B), notwithstanding that his ship may not have been entered when any of the Association's outstanding liabilities, contingent, future and anticipated liabilities (in respect of which the Contingency Call was made) arose or may arise;

PROVIDED that:-

By reason of any agreement between the Owner and the Managers which so provides, the Owner shall only be liable to pay a Contingency Call or Calls in respect of such ship for any policy year in the course of which an Owner ceases to be covered by virtue of Rule 23(A), or ceases to be covered in respect of any ship entered by him or on his behalf by virtue of Rule 23(B) or (C), on a pro rata basis, namely such proportion of the Contingency Call or Calls (as calculated in accordance with Rule 20(B)(iii)) in respect of such ship for that policy year as the part of the policy year during which the ship was entered in the Association bears to the whole of such policy year;

(iii) subject to the rating agreed pursuant to Rule 7, the amount payable by each Owner for each entered ship for each year for each Contingency Call shall be the amount calculated by the Managers by dividing the total sum required for each Contingency Call (as determined by the Directors) by the sum of (a) the total number of ships entered in the Association in the policy year in which the Directors resolve to make such Contingency Call and (b) the total number of ships entered in the Association either in each of the four years preceding that policy year or in each of the policy years commencing on or after 20th February, 1985 (whichever number of years shall be the smaller).

(C) Any amount or amounts not paid by any Owner by way of any Contingency Call may in the discretion of the Directors be recovered from the other Owners rateably in proportion to the Contingency Call last due from them.

(D) In the event that, following a Contingency Call or Calls levied pursuant to paragraphs (A) and (B) of Rule 20, there is, in the opinion of the Directors, a surplus of funds after the total outstanding liabilities, contingent, future and anticipated liabilities of the Association, the subject of the said Call or Calls, have been met, every Owner shall be entitled to have

之該保險年度之任何時間以其船舶入會於本協會之每一船東，及協會董事求助徵收追加攤付金之保險年度之前四保險年度或於1985年2月20日當年度或以後年度之任何保險年度(以保險年度之數目較少者為準)之任何時間以其船舶入會於本協會之每一船東(無論協會董事求助徵收追加攤付金時，該船東之船舶入會於本協會)，依據規則20(B)第(iii)款所計算之數額，支付任一入會船舶之追加攤付金，而無論其船舶可能不是於本協會未結責任、及後續、未來及預期責任發生或可能發生之年度(有關追加攤付金徵收之年度)入會於本協會；

但書：

如船東及協會經理人間任何協議，如規定船東僅負責船東下列期間之追加攤付金：依規則23(A)被停止承保或以比例基礎依規則23(B)或(C)被停止其或代表其入會之任何入會船舶之承保之保險年度有關該船之追加攤付金，亦即有關該船之保險年度應作為該船入會於本協會相對於該保險年度之全部時間之部分時；

(iii) 依規則7所協議之費率，每一船東就每一入會船舶每年追加攤付金應支付之金額，應為協會經理人區分每一追加攤付金所需之全部金額(一如協會董事所決定)與(a)該保險年度入會於本協會且為協會董事所決定向其徵收追加攤付金之船舶總數及(b)於該保險年度之前四保險年度或於1985年2月20日保險年度開始以後(以年數較少者為準)入會於本協會之船舶總數予以計算之。

(C) 任一船東未支付追加攤付金之任何數額者，協會董事得裁量向其他船東依其最後應負擔之追加攤付金比例為請求。

(D) 如於依規則(A)及(B)項徵收追加攤付金，並扣除本協會所有未結責任、後續、未來及預期責任，而達成該攤付金徵收之目的後，依協會董事看法，尚有基金剩餘者，任一船東有權要求返還其所最後支付之追加攤付金相對於該剩餘款之比例

returned to him an amount equivalent to a proportion of the said surplus calculated pro rata to the amount of the Contingency Call last paid by him.

RULE 21 Payment

- (A) Without prejudice to Rules 16(A) and (C) and Rule 20, each Call and each Contingency Call shall be payable in such instalments and on such dates as the Directors may specify.
- (B) As soon as is reasonably practical after the amount of any Call or Contingency Call shall have been fixed the Managers shall notify each Owner concerned:-
- (i) of any such amount as may be appropriate;
 - (ii) of the date on which the Call or Contingency Call or any instalment thereof is payable;
 - (iii) of the amount payable by such Owner in respect of each ship entered by him, and in accordance with the rating for that ship agreed pursuant to Rule 7;
 - (iv) if such Call or Contingency Call is payable by such Owner in any currency other than sterling, of such fact.
- (C) The Managers may require any Owner to pay all or any part of any Call or Contingency 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 Calls, Fixed Premiums, Contingency Calls, or other sums of whatsoever nature due to the Association, nor shall any such claim entitle an Owner to withhold or delay payment to the Association at any time.
- (E) Without prejudice to the rights and remedies of the Association under these Rules, if any Call, Contingency Call or any instalment or part thereof, fixed premium or any other sum of whatsoever nature due from any Owner is not paid by that Owner on or before the date specified for payment thereof, that 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 Managers may waive payment of such interest in whole or in part.

RULE 22 Laid-up Returns

If an entered ship shall be and remain unemployed in any safe 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 all Calls levied pursuant to these Rules at such rate as the Directors may from time to time determine. Such returns shall be calculated on a pro rata basis, namely the proportion of such Calls due in respect of the entered ship for the relevant contribution period which the time during which the ship

部分。

規則 21 付款

- (A) 在不損及規則 16(A)及(C)及規則 20 的情況下，任一攤付金及追加攤付金應依協會董事所指定之分期及日期支付之。
- (B) 於任何攤付金或追加攤付金之金額確定後，協會經理人應儘速通知任一相關船東：
- (i) 每一金額；
 - (ii) 攤付金或追加攤付金或其分期應支付之日期；
 - (iii) 每一船東就其入會之每一船舶及依規則 7 針對該船舶所協議之費率所應支付之金額；
 - (iv) 船東得以英鎊以外貨幣給付攤付金或追加攤付金之情況。
- (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或追加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、追加攤付金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) 於不損及本協會於協會規章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、追加攤付金、分期款或其一部或任何其他無論為何性質之款項，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，按協會董事決定之利率計算之利息，惟協會董事得放棄收取該利息之全部或一部。

規則 22 停航退費

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，僅扣除 1 天) 維持不營運者，則船東得請求以協會董事所決定之費率，比例退還依協會規章所徵收之全部攤付金，亦即有關入會船舶於相關分擔期間中，該船舶停留於任何安全地點之期間，相對於整個分擔期間之比例保費。

so remains in any safe place bears to the whole of such contribution period.

PROVIDED that:-

- (i) for the purpose of this Rule a ship shall not be treated as laid-up if she is undergoing repairs or has either crew members (unless and to the extent that they are engaged in her maintenance or security) or cargo on board, unless the Directors shall in their discretion otherwise determine;
- (ii) no return of Calls shall be allowed under this Rule if an Owner shall make any claim in respect of the entered ship in respect of any claims, disputes or proceedings arising out of events occurring during the period beginning with the ship's arrival at the safe place and ending upon her final departure from such safe place; and
- (iii) the Directors' decision as to whether any place is a safe place for the purposes of this Rule shall be conclusive and binding upon the Member and the Association;
- (iv) 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 that policy year;
- (v) no return of fixed premiums shall be payable unless the Directors in their discretion otherwise determine;
- (vi) no return of a Contingency Call or Calls shall be allowed under this Rule.

RULE 23 Cesser of Cover and Cancellation

- (A) An Owner shall forthwith cease to be covered 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 and 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 the appointment of a receiver or manager of all or part of its business or undertaking;
 - (e) upon undisputed possession being taken of all of its entered ships by or on behalf of a secured party;
 - (f) 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 covered by the Association in

但書

- (i) 為本規則之目的，如船舶前往修理或有船員(該船員係受雇為船舶維護或安全看管除外)或貨物在船，則除協會董事以其意見另有不同決定外，該船舶不應作為停航；
- (ii) 如船東就該入會船舶於船舶抵達安全地點開始以迄從該安全地點最後啟航之航行終了期間內所發生之任何事件有關之任何求償爭議或訴訟，依本規則不應退還攤付金；
- (iii) 為本規則之目的，協會董事有關某地點是否為安全地點之決定，應為最後決定且應拘束會員及本協會；
- (iv) 除於該保險年度終了後之六個月內將停航情事書面通知本協會，否則不得向本協會求償有關任何保險年度之停航退費主張；
- (v) 除協會董事以其意見另有不同決定外，應支付之固定保費不予以退還；
- (vi) 依本規則，追加攤付金不予以退還。

規則 29 保險之中止及解除

- (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) 於船東是個人：
 - (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) 於船東是公司：
 - (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) 由或代表擔保人無條件接收入會船舶之全部權利時；
 - (f) 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

respect of ships 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 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 managers of the entered ship being changed;
- (iii) upon the ship ceasing to be or not being classed with a Classification Society approved by the Managers.

PROVIDED that:-

If the Managers agree that the cover of the ship shall continue after the happening of any of the events listed in paragraph (B) of this Rule 23 they may in their discretion impose such terms and conditions as they think fit for the continuation of the cover.

(C) Unless otherwise agreed by the Managers, an Owner shall forthwith cease to be covered 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 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 (without commitment) of the ship 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 agreed or deemed to be an actual or constructive total loss;
- (vii) upon the taking of a decision by the Managers with the agreement of the Owner that the ship is to be considered an actual or constructive total loss or otherwise may reasonably be considered to be commercially lost.

(D) When 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 payment in full on or before the date so specified, his cover with the Association (whether it is current on such date or has ceased by virtue of paragraphs (A), (B) or (C) of this Rule or in accordance with any other provisions of the Rules) in respect of any and all ships referred to in such notice and entered by him or on his behalf shall be cancelled forthwith without further notice or other formality.

PROVIDED that:-

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) 於入會船舶經理人變更時；
- (iii) 於船舶被停止入級或不予入級於協會經理所認可之船級協會。

但書：

若協會經理人同意該船之保險於發生本規則 23 第 B 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。

(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合理認定為或視為已實際或推定全損或其他商業上損失時。

(D) 於船東未將應支付給本協會之到期應付款項之全部或一部為支付者，協會經理人應書面通知船東於該通知上所指定之日期支付該筆款項，該日期不得短於通知發出日之七日內。如船東仍未於該指定日期前為全額支付者，其於本協會有關該通知所述及之任何或所有船舶且由船東或代表船東所入會之承保(無論是該日當時尚在承保或已因本規則 (A)、(B) 或 (C) 項或依協會規章任何其他條款而停止) 即不再給予另行通知或知會而予以取消。

但書：

為規則 23(D)(或協會規章其他規定) 目的以決定是否有任何應付款項之

For the purpose of determining whether any (and if so, what) sum is “due” for the purposes of Rule 23(D) (or otherwise under these Rules), and without prejudice to any other Rule, 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 Calls 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 Rule 23(D), may (in the Managers’ discretion) in itself have already allowed for a set-off or credit in favour of the Owner.

目的(及如有, 為何種類), 且不損及任何其他規則之情況下, 本協會無論以何基礎而應支付或被主張支付給船東任何款項及為任何種類之扣減(包括因船東破產或清算可能發生之扣減)均不納入該款項中(無論當時或過去曾允許任何攤付金之扣減與否), 然協會經理人所要求到期應支付及依規則 23(D)通知要求支付之任何款項(如有), 就該款項之範圍, 得允許為扣減或貸入船東(由協會經理人得決定)。

RULE 24 Effect of Cesser of Cover and of Cancellation 規則 24 承保中止及解約之效果

(A) When an Owner ceases to be covered by virtue of Rule 23(A), or when an Owner ceases to be covered in respect of any ship entered by him or on his behalf by virtue of Rule 23(B) or (C) (all of which times are hereinafter in this Rule 24(A) collectively referred to as the “date of cessation”) and irrespective of whether or not such cover shall cease at the end of or during the course of any contribution period or any policy year, then

(A) 於船東被依規則 23(A)被停止承保, 或船東就有關其或代表其入會之任何船舶因規則 23(B)或(C)而被停止其承保(前述任何時點於本規則 24(A)統稱為「停止日」)且無論該承保之停止是否於任何分擔期間或任何保險年度屆滿或於期中, 則:

(i) such Owner and his successors shall be and remain liable to pay in full:-

(i) 該船東及其繼承人仍應負責全額支付:

(a) all sums due to the Association pursuant to Rule 16, in respect of the whole of the policy year (whether the ship shall have been entered in the Association for the whole or only part of such policy year) in which the date of cessation occurs.

(a) 有關停止日當年之保險年度之全部期間所有依規則 16 應支付給本協會之數額(無論該船舶是否於該保險期間之全部或僅部分入會於本協會)。

PROVIDED that:-

但書:

By reason of any agreement between an Owner and the Managers which so provides, the Owner shall only be liable to pay Calls or Fixed Premiums in respect of such ship for the policy year in the course of which such cover ceased on a pro rata basis, namely such proportion of the Calls in respect of such ship for the relevant policy year as the part of the policy year during which the ship was entered in the Association bears to the whole of such policy year; and

因船東與協會經理人間之任何協議約定, 船東僅應負擔支付有關該船舶之承保被停止之保險年度之攤付金或固定保費之比例部分, 亦即有關該船之保險年度應作為該船入會於本協會相對於該保險年度之全部時間之部分時; 及

(b) any Contingency Calls levied in accordance with Rule 20.

(b) 依規則 20 所徵收之任何追加攤付金。

(ii) the Association shall remain liable in respect of any ship entered by such Owner for all claims of whatsoever kind under these Rules arising by reason of any event which had occurred prior to the date of cessation, but shall be under no liability whatsoever in respect of any event occurring after the date of cessation.

(ii) 本協會仍應負責有關該船東所入會之任何船舶於停止日以前之任何事件已發生不論任何類型之依協會規章所有求償, 然不應負責該停止日以後發生任何事件之責任。

(iii) whether or not negotiations have taken place with a view to the application of the proviso to Rule 24(A)(i)(a), the Managers may assess, as at the date of cessation, the amount which seems to the Managers in their discretion to represent the likely liability of the Owner or former Owner for further amounts due to the Association but not yet debited at the

(iii) 不論是否有為適用規則 24(A)(i)(a)款但書而進行任何協商, 協會經理人均得於估算停止日當天, 協會經理人認為船東可能責任之數額或前船東到期應支付給本協會然於停止日尚未入帳之數額。如協會經理人已行使其

date of cessation. If the Managers shall exercise their powers under this Rule 24(A)(iii), then:

- (a) any terms imposed by the Managers or agreed between the Managers and the Owner or former Owner pursuant to the proviso to Rule 24(A)(i)(a) shall be complied with at such time or times as the Managers shall specify, and
- (b) the amount of any assessment made under this Rule 24(A)(iii) shall be payable in full by the Owner or former Owner on such date or dates as the Managers shall specify.

(B) When the cover of an Owner is cancelled in accordance with Rule 23(D) (which time is hereinafter in this Rule 24(B) referred to as the “date of cancellation”), then:-

- (i) such Owner and his successors shall be and remain liable to pay in full:
 - (a) all sums due to the Association pursuant to Rule 16, in respect of the whole of the policy year (whether the ship shall have been entered in the Association for the whole or only part of such policy year) in which the date of cancellation occurs;

PROVIDED that:-

The Managers in their discretion may select a date earlier than the date of cancellation and may require the Owner or his successors to pay Calls or Fixed Premiums on a pro rata basis for the period starting with the commencement of the said policy year and ending with the date so selected; and

- (b) any Contingency Calls levied in accordance with Rule 20.

(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 cover of the Owner has been cancelled:

- (a) irrespective of whether such claims have accrued or arisen or may arise by reason of any event which had occurred at any time, including during previous policy years prior to the date of cancellation;
- (b) irrespective of whether such claims arise by reason of any event occurring on or after the date of cancellation;
- (c) irrespective of whether the Association may have admitted liability for payment to or appointed lawyers, surveyors or any other persons to deal with such claims;
- (d) irrespective of whether at the date of or prior to the date of cancellation the Association knew that such claims might or would arise.

(C) Without prejudice to the generality of Rule 32, no act, omission, course of dealing, forbearance, delay or indulgence

於規則 24(A)(iii)所規定之權力，則：

- (a) 協會經理人所課以或協會經理人與船東或前船東依規則 24(A)(i)(a)款但書規定所協議之任何條件，應於協會經理人所指定之時間或數時間遵守之，及
- (b) 依規則 24(A)(iii)所為估算之任何款項應由船東或前船東於協會經理人所特別指定之日期或數日期為全額支付。

(B) 依規則 23(D)而取消某船東之承保時(該時間於本規則 24(B)以下統稱「取消日」)，則：

- (i) 該船東及其繼承人仍應負責全額支付下列：
 - (a) 於取消日該年度之整個保險年度(無論該船舶已入會保險年度之整年度或一部期間)依規則 16 應支付給本協會之所有款項；

但書：

協會經理人得擇定一比取消日更早的日期，並得要求船東或其繼承人按該保險年度開始時至所擇定之日期屆滿間之比例，支付攤付金或固定保費；及

- (b) 依規則 20 所徵收之任何追加攤付金。
- (ii) 本協會應於取消日其停止負責有關船東於取消承保以後之任何及所有船舶於本協會規章無論任何性質之求償，且：
 - (a) 無論該求償是否於任何時間因任何事件而發生、已發生或可能發生，包括於取消日以前之先前保險年度；
 - (b) 無論該求償是否因取消日當時或之後之任何事件所致；
 - (c) 無論本協會是否已承認付款或已指派律師、公證人或處理該求償之任何其他人；
 - (d) 無論於取消日當日或之前，本協會已知該求償已發生或可能發生。

(C) 於不損及規則 32 一般性質情況下，本協會或代表本協會之任何作為、不作為、進行協商、權利執行延緩、遲延或無論任何類型之寬免，

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 any of Rules 23 and 24, or be treated as any waiver of any of the Association's rights hereunder or generally.

- (D) The Association shall have a lien or other right of action against any ship entered by an Owner in respect of any Call, Contingency Call, fixed premium or any other sum of whatsoever nature due from the Owner and that lien or right of action shall continue notwithstanding that the cover of an Owner or in respect of any ship entered by him has ceased or been terminated in accordance with Rule 15 or cancelled in accordance with Rule 23.

RULE 25 Bye-Laws

- (A) The Directors shall have power from time to time to pass Bye-Laws. Upon the passing of any such Bye-Law it shall be deemed to be incorporated in these Rules so as to take effect as from the beginning of the next following policy year and thereafter every Owner shall conform thereto insofar 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 Bye-Law, the Directors may reject or reduce any claim made by the Owner upon the Association to the extent to which it would not otherwise have arisen and may further impose such terms 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) Notice giving particulars of every Bye-Law passed (and the policy year at the beginning of which it takes effect) shall forthwith be sent to every Owner, and a copy thereof shall be included in or with every copy of the Rules issued by the Association after such Bye-Law comes into force.

RULE 26 Claims

- (A) Whenever a request has been made or may be made by an Owner for the support of the Association in any proceedings or for legal or other advice in connection with matters covered by these Rules, the Managers may at any time (whether before or after the Directors may have decided to support the Owner therein) appoint and employ on behalf of an Owner upon such terms as the Managers think fit lawyers or other persons both within and outside the Merchant Marine with a view to supplying services to the Owner by investigating, advising upon or otherwise dealing with such matters and/or taking continuing or defending proceedings or acting for or representing the Owner therein; furthermore, the Managers

or extend time, or the Association accept any responsibility (whether express or implied), or acknowledge 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 any of Rules 23 and 24, or be treated as any waiver of any of the Association's rights hereunder or generally.

- (D) 就有關船東應支付之任何攤付金、追加攤付金、固定保費或任何其他無論何種性質之款項，本協會對於該船東所入會之任何船舶享有留置或其他訴訟之權利，且無論該船東或其入會之任何船舶之承保是否已依規則 15 為停止或終止或依規則 23 為取消，該留置或訴訟之權利仍應繼續有效。

規則 25 規章細則

- (A) 協會董事有權通過規章細則。於通過規章章程時，其應視為已納入協會規章中，並視為於下一保險年度開始生效，且此後，每一船東應予以遵守，就如同其適用於其或代表其所入會於本協會之所有船舶或其從事之貿易活動。如任何船東有違反規章細則規定者，協會董事得拒絕或減低船東向本協會所提出之任何求償，以達如未違反即不致發生之程度，並得進一步課以協會董事任何適當之條件，作為該船東之船舶或數船舶繼續入會於本協會之條件。
- (B) 所通過規章細則之個別資料(及其應開始生效之保險年度)之通知，應寄送給每一船東，且其副本應納入該規章細則生效後，本協會所發行之每一規章中。

規則 26 求償

- (A) 無論某船東就本協會規章所承保之項目有關並獲本協會支持之任何訴訟或法律或其他意見是否已提出或可能提出求償請求，協會經理人得於任何時間(無論是在協會董事決定是否支持船東之前或之後)代表船東，以協會經理人認為適當之條件，於英國境內或境外，指派或聘用律師或其他人等，以提供船東有關調查或提供案件處理意見、及或代表船東為訴訟之採行、續行或抗辯；此外，協會經理人於其認為合

may thereafter at any time discontinue such employment.

- (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 to supply services to the Owner shall 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 they have ceased so to act) to give advice and to report to the Association in connection with the matter without prior reference to the Owner and whether appointed by the Managers on behalf of the Owner or by the Owner 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.

PROVIDED that:-

Where an Owner employs, without the prior approval of the Managers, lawyers or other persons for the purposes of giving advice in connection with matters covered by these Rules, then the costs of such person or persons shall not be recoverable from the Association unless the Directors in their discretion otherwise decide.

- (C) In whatever circumstances and at whatever time the Association decides to support an Owner in any claim, dispute or proceedings to which the Owner is a party or at which he is represented, the Association shall not be liable for and shall in no circumstances pay interest on any loss or expense incurred or paid by the Owner in connection therewith.

宜時，亦得隨時停止該僱用。

- (B) 協會經理人代表船東指派或經協會經理人事先同意而由船東所指派，以提供船東意見之所有的律師、公證人或任何其他人士，應為且應視為由船東所指派及聘用，其應於所有時間(包括代表其為行為或被停止為行為之後)，在無須事先徵詢船東之情況下，向本協會提供有關該案件之意見及報告，且無論是否為協會經理人代表船東所指派或為船東所指派，在無須事先徵詢船東之情況下，提供本協會任何有關該案件其所擁有或控管之文件或資料，就如同該人係於任何時間為本協會所指派般。

但書：

於船東為獲取本協會規章所承保案件有關意見之目的，未經協會經理人事先同意而聘用律師或其他人時，除協會董事以其意見另有不同決定外，該人或數人之費用不得向本協會求償。

- (C) 不論是什麼情況或於任何時間，本協會決定就船東為任何求償、爭議或訴訟之當事人或代表其為當事人之案件為支持時，本協會不負責且在任何情況下均不支付船東與前述有關所生或所支付之任何損失或費用之利息。

RULE 27 General Powers of the Directors to Support Owners

規則 27 協會經理人處理及解決求償之權限

- (A) The Directors shall subject to these Rules be entitled in their discretion to decide that the Association shall support an Owner for the costs, liabilities, losses or expenses referred to in Rule 2(C)(D)(1) or (2) or (3) in connection with any claims or disputes or proceedings referred to in Rule 2(A) or (B) to such stage or to such extent, in such manner and on such terms and conditions as the Directors may think fit.

- (A) 協會董事於適用協會規章時，有權裁量決定本協會應支持某船東有關規則 2(C)(D)(1)或(2)或(3)款所述成本、責任、損失或費用，或有關規則 2(A)或(B)所述及之任何求償或爭議或訴訟，並決定支持至哪一階段、哪種程度、以哪種方式及協會董事認為適當之條件及條款。

- (B) Without prejudice to Rule 4(I)(v), the Directors shall be entitled at any time in their discretion to decide that the Association shall discontinue its support or decline to provide further support in connection with any claims or disputes or proceedings notwithstanding any previous decision by the Directors to support the same.

- (B) 於不損及規則 4(I)(v)之情況下，無論協會董事先前決定為何，協會董事有權於任何時間裁量決定本協會不繼續支持或拒絕提供進一步支持有關之任何求償或爭議或訴訟。

- (C) The Directors shall have power from time to time to authorise the Managers to act on behalf of the Directors without prior reference to the Directors for the purposes of paragraphs (A) and (B) of this Rule.

- (C) 為本規則第(A)及(B)項規定之目的，協會董事有權隨時授權協會經理人代表協會董事行事，而無須事先知會協會董事。

- (D) If, having regard solely to the costs likely to be incurred in any

- (D) 如於充分考量任何求償或爭議或訴

claims or disputes or proceedings as compared with the amount in dispute, the Directors shall be of the opinion that it is not appropriate for an Owner to be supported by the Association in connection with such claims or disputes or proceedings, then the Directors may in their discretion (in addition to deciding that the Association shall not support the Owner in such claims or disputes or proceedings) pay to the Owner out of the funds of the Association the whole or any part of the claim in respect of which the Owner seeks to be covered by the Association.

- (E) If an Owner shall incur any costs in connection with any claims or disputes or proceedings or incur any liability to pay any costs to any other party to those claims or disputes or proceedings at a time when the Owner is not supported by the Association in respect of such claims or disputes or proceedings or at a time when the Owner has not complied with any terms or conditions imposed by the Managers, or if an Owner shall incur any costs through any neglect or default on his part or that of his servants or agents, then in each case and irrespective of whether any part of those costs relate to a period when the Owner was supported by the Association the Owner shall not be entitled to recover any such costs from the Association and shall be liable to repay to the Association any costs or expenses which the Association may have incurred in connection with such claims or disputes or proceedings.

PROVIDED that:-

The Directors shall have power in their discretion to determine that the Association should pay or reimburse an Owner in whole or in part in respect of any costs for which the Association would not otherwise be liable under this Rule or in respect of the costs of any proceedings to which an Owner has been a party or in which he has been represented without the support of the Directors under Rule 2(C)(D)(1), or in respect of any such costs as are referred to in Rule 2(C)(D)(2) which an Owner may have incurred without the approval of the Managers”.

- (F) Where an Owner has become entitled by judgment, award, agreement admission or otherwise to recover from any other party in whole or in part the costs of, or incidental to, any proceedings but the Owner has been unable to recover the full amount of the claim and costs to which he has become entitled, the Owner shall be obliged, if the Directors in their discretion so require, to pay to the Association such proportion of the sum actually recovered by him as the costs would have borne to the claim, if the Owner had recovered his entitlement to both in full.

- (G) The Directors shall, in exercising the powers vested in them under this Rule 27, be the sole arbiters of relevant issues of fact or inferences of fact in respect of any claims or disputes or proceedings in relation to which the Owner seeks to be covered by the Association.

- (H) The Directors may from time to time resolve that in respect of any specified future claims or classes of claim arising in the next policy year for which the support of the Association is sought, they will (if they decide to support an Owner in such claims) only do so upon the terms that the Owner will not be reimbursed by the Association in respect of all or a specified

訟之成本與爭議金額相較後，協會董事認為本協會支持該船東有關之求償或爭議或訴訟不是相當適當，則協會董事可決定(於決定本協會不支持船東進行該求償或爭議或訴訟)於本協會基金中，就有關本協會所承保之船東求償之全部或一部，支付給該船東。

- (E) 如船東有關任何求償或爭議或訴訟所生之任何成本或所應支付任何其他有關該求償或爭議或訴訟之任何成本，係發生於本協會就有關求償或爭議或訴訟已不支持船東，或於船東不遵守協會經理人所要求之任何條款或條款，或如船東因其自身或其受雇人或代理人之任何疏失或過錯，則於前述情況下，且無論任何成本之部分是否於船東或本協會支持之期間所發生，船東均無權向本協會求償該成本，且應經本協會就該求償或爭議或訴訟所發生之任何成本或費用返還給本協會。

但書：

協會董事有權裁量決定本協會應支付或補償船東下列成本之全部或一部：有關依本規則原本不應負責之任何成本；或有關任何訴訟中，船東為當事人之一或其被代表為當事人而未獲董事依規則 2(C)(D)(1) 款所支持之成本；或有關規則 2(C)(D)(2) 所述及船東未經協會經理人同意所發生之任何成本。

- (F) 於船東有權依某判決、裁決、協議承認或其他因素而向他方追償任何訴訟程序或與其有關之全部或一部成本，然船東未能獲得其有權主張之求償或成本之全額，於協會董事認為需要且如船東已獲取該求償及成本之所有權利時，船東有義務將該求償本應負擔且為船東所實際追償所得之成本，支付給本協會。

- (G) 協會董事於行使規則 27 賦予其之權力時，其為船東尋求本協會承保之有關任何求償或爭議或訴訟之相關事實爭議或事實推論之唯一決定人。

- (H) 就下一保險年度所生，可能會尋求本協會支持之任何特別的未來求償或某類型之求償項目，董事得決定如何解決，協會董事(如其決定支持船東該項求償時)是項決定時，僅能就有關所有或特定金額或規則

amount or portion of any type or types of the costs referred to in Rule 2(C)(D)(1) or (2).

- (I) If the Directors shall make any such resolution as is referred to in paragraph (H) of this Rule, then as from the beginning of the policy year next following the date of such resolution any decision taken by the Directors to support an Owner in any claims or disputes or proceedings to which the resolution applies shall (save and to the extent that any conditions inconsistent with such resolution are expressly imposed by the Directors in the course of deciding to support the same) be subject to the terms contained in the resolution, whether such terms be expressed in the decision or not.
- (J) Notice giving a summary of every resolution passed by the Directors under this Rule (and the policy year at the beginning of which it takes effect) shall forthwith be sent to every Owner and shall be included in or with every copy of the Rules issued by the Association after such resolution comes into force.
- (K) In exercising the powers vested in them under this Rule 27, the Directors shall be entitled to take into account any matters that may appear to them relevant, including but not limited to:-
- (i) the merits of the claims or disputes or proceedings in relation to which the Owner seeks to be covered by the Association;
 - (ii) the interests of the Membership as a whole in addition to the interests of the individual Owner;
 - (iii) the reasonableness of the Owner's conduct;
 - (iv) the financial consequences of their decision for the Association;
 - (v) the cost-effectiveness of the steps proposed by or on behalf of the Owner.

RULE 28 Directors' Meetings

- (A) The Directors shall meet as often as they may consider necessary for the purpose of deciding whether to support Owners in respect of any claims or disputes or proceedings and for the purpose of the settlement of claims against the Association. No Director shall act as such in connection with any matter in which he is interested.
- (B) At meetings convened pursuant to paragraph (A) of this Rule the Directors may consider, as they think necessary, any information, documents or evidence relating to the claims or disputes or proceedings in question together with any advice, reports or opinions received from the persons referred to in Rules 26(A) and (B) and any views expressed by the Managers. The Owner concerned shall have the right to place any relevant evidence or contentions before the Directors but he shall do so by means of written submissions only, to be delivered to the Managers no later than seven days before the date of the relevant meeting.

2(C)(D)(1)或(2)款所述及之某類成本之部分，船東不獲本協會補償之項目為決定。

- (I) 如協會董事已依照第H款為任何結論時，則於該結論決定日之後之次一保險年度開始，船東之任何該結論所適用之任何求償或爭議或訴訟而協會董事所支持者(然於決定是否支持的過程中如有任何條件與協會董事於該結論中所明示課以之任何條件不相一致者不包括在內)，應依該結論所規定之條件為之，而無論其是否於支持船東之決定中予以明示。
- (J) 協會董事依本規則(及其生效之初之保險年度)所通過之任何決議之摘要應發送給每一船東，且應納入於該結論生效後，本協會之發行之協會規章每一副本中。
- (K) 於行使規則 27 所賦予之權力時，協會董事有權將包括但不限於下列事項納入考量：
- (i) 有關船東尋求本協會承保之求償或爭議或訴訟之依據；
 - (ii) 除該個別船東利益外之全體會員之利益；
 - (iii) 船東行為之合理性；
 - (iv) 其決定對本協會之財務上影響；
 - (v) 代表船東或替船東建議採用措施之成本效益。

規則 28 協會董事會議

- (A) 為決定是否支持船東有關任何求償或爭議或訴訟之目的，及為解決任何向本協會所提出之求償之目的所需，協會董事應經常集會予以考量決定。某董事與欲解決之求償有利害關係者，不得參與上述行為。
- (B) 依本規則(A)款所召集之會議，於其認為必要時，協會董事應針對與系爭求償或爭議或訴訟有關之任何資訊、文件或證據，得考量任何，以及從規則 26(A)及(B)所述及之人所收到之任何建議、報告或意見，及協會經理人所表達之任何意見予以全盤考量。相關船東有權於協會董事前提出任何相關證據或主張，然僅能以書面陳述方式為之，該陳述必須於相關會議召開日七日前送交給協會經理人。

RULE 29 Miscellaneous Powers of the Directors

- (A) The Directors may cause the Association to become a member of or affiliated to the Chamber of Shipping of the Merchant Marine or any other society or organisation, and for this purpose may authorise the payment by the Association to those bodies of such subscriptions or grants as the Directors may think fit.
- (B) The Directors may take or promote such steps as they consider expedient for advancing or defending the interests or defining the rights or liabilities of shipowners. For this purpose they may join with other Associations and organisations in fighting test cases on such terms as they may deem desirable.

RULE 30 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 authorised employee of the Managers.
- (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 only 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 Articles or elsewhere in these Rules, in which event the power, duty or discretion may be exercised by any person to whom the same shall have been so delegated.

RULE 31 Remuneration of the Managers

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

RULE 32 Forbearance

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 of these Rules or contracts by an Owner operate as a waiver of any subsequent breach thereof. The Association shall at all times be entitled to insist on the strict application of these Rules and on the strict enforcement of its contracts with Owners.

規則 29 協會董事其他權限

- (A) 協會董事得使本協會成為英國船運協會或任何其他社團或組織之會員或聯合會員，且為此目的及協會董事認為適當時，其得授權本協會支付成為這些團體之會員所應支付之會費或捐款。
- (B) 協會董事得採行或促進任何其認為有助於強化或抗辯各利害關係人或界定船東權利或義務之所有措施。為此目的，且於協會董事認為需要之條件，得加入其他協會及組織參與測試案件之爭訟。

規則 30 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) 協會規章賦與協會董事之權力、職務或裁量權，應由協會董事行使之，除非該權力、職務或裁量權已依協會章程有關授權規定，授權給協會董事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 31 協會經理人之報酬

本協會應依協會董事核可之基礎，給付報酬予協會經理人。

規則 32 權利執行延緩

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。

RULE 33 Notices

- (A) A notice or other document required under these Rules to be served on the Association may be served by sending it through the post in a prepaid letter or by sending it by any internationally recognised means of communication 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 through the post in a prepaid letter, or by sending it by any internationally recognised means of communication addressed (if such Owner is or was a Member of the Association) to such Member at his address as appearing in the Register of Members of the Association and (if such Owner is not and was not a Member of the Association) to such Owner at his 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, if no such address shall have been furnished, 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 on the senior of the Joint Owners and such service shall be sufficient on all the Joint Owners, and for this purpose seniority as between Joint Members shall be determined by the order in which the names stand as Joint Members in the Register of Members of the Association.
- (C) Any Member described in the Register of Members of the Association by an address not within the Merchant Marine who shall from time to time give to the Association an address within the Merchant Marine at which notices or other documents may be served upon him shall be entitled to have notices served upon him at such address which shall be deemed to be his address as appearing in the Register of Members of the Association for the purposes of paragraph (B) of this Rule.
- (D) Any such notice or other document if served by post shall be deemed to have been served on the day following the day on which the letter containing the same was 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 put into the post as a prepaid letter. Any such notice or other document if served by other internationally recognised means of communication shall be deemed to have been served on the day on which it was sent, and in proving such service it shall be sufficient to prove that the notice or other document was so sent. 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.
- (E) 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

規則 33 通知

- (A) 依協會規章應發送給本協會之通知或其他文件，得以預付郵資信函，或以國際所承認之通訊方式，寄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，得以預付郵資信函，或以任何國際間承認的通訊方式寄送給以本協會會員登記簿所記錄之地址給該會員(如該船東現為或曾為本協會之會員)，及以船東明示提供給本協會之通知郵寄地址給船東(如該船東非為或不曾為本協會之會員)，如未提供該郵寄地址，則寄送至協會經理人所瞭解之最後地址。在共同船東之情形下，所有通知或其他文件應寄送給共同船東中具上位者，且該送達應視為已對共同船東全體為送達，且為確定共同船東間上位船東之目的，應以各共同船東於本協會會員登錄簿上所列之排名順序決定之。
- (C) 本協會會員登錄簿上所載任何會員之地址非位於英國境內者，該會員應隨時通知本協會一位於英國境內得使該通知或任何文件可寄送給會員之地址，就該地址，為本規則(B)項之目的，應視為本協會會員登錄簿上之地址。
- (D) 以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，並已交給以預付郵資信函投郵即可。以其他國際間所承認之通訊方式送達之通知或其他文件，視為於寄送當日為送達，且為證明該送達，只要證明該通知或其他文件已經寄出，即已充分。本協會收件紀錄及本協會所發收之任何電子通訊紀錄，在無重大錯誤之情況下，應為該通訊及其寄送或收訖之絕對證據。
- (E) 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

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.

入會船舶船東之繼承人應受該送達之拘束。

RULE 34 Disputes

規則 34 爭議

(A) If any difference or dispute shall arise between an Owner and the Association out of or in connection with these Rules or any contract between them or as to the rights or obligations of the Association or the Owner thereunder or in connection therewith, such difference or dispute shall in the first instance be referred to and adjudicated upon by the Directors. At any adjudication the Directors shall be the sole arbiters of relevant issues of fact or inferences of fact in respect of any matters forming part of the reference. Such reference and adjudication shall be by written submissions only.

PROVIDED ALWAYS that:-

Where the Directors have previously considered the facts or matters giving rise to such difference or dispute, whether in the exercise of a discretion conferred on them under any other provision of these Rules, or otherwise, reference to the Directors for the purposes of adjudication in accordance with this paragraph (A) may be waived at the election of the Directors and the Owner concerned shall be entitled to refer the difference or dispute to arbitration in accordance with the provisions of paragraph (B) of this Rule 34.

(B) If the Owner 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) 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 Arbitration Act 1996, and any statutory modification or re-enactment thereof.

(C) Any arbitrator or umpire appointed hereunder shall be a commercial man or a Queen's Counsel practising primarily in the Commercial Court and in either case shall be conversant with the business of shipping and mutual insurance (P & I and Defence) associations.

(D) No Owner shall be entitled to maintain any action, suit or other legal proceeding against the Association upon any such difference or dispute:-

- (i) unless and until the same has been referred to the Directors for adjudication under paragraph (A) of this Rule 34 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 (A) of this Rule 34, and
- (ii) if such decision is not accepted by such Owner 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

(A) 船東及本協會就協會規章或其間任何契約或有關本協會或船東於本規章或與其有關之權利義務如有發生任何意見不一致或爭議，該意見不一致或爭議應先提供並由各董事調解。於任何調解，對所提交之任何事項之事實爭點或事實推論，各董事應為唯一的調解者。該提交及調解僅得以書面為之。

但書：

如協會董事先前已考量過所生意見不合或爭議之事實或事件，無論是否是依本協會規章任何其他規定賦予給協會董事之裁量權之行使或其他情況，為依本規則(A)項調解之目的，提交給各董事時。得於擇定協會董事時為棄權，而相關船東有權將該意見不合或爭議依本規則 34 (B)項規定交付仲裁。

(B) 若涉及意見不合或爭議之船東不接受協會董事之裁決，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。

(C) 所指定之任何仲裁人或主任仲裁人應為主要於商務法院及熟悉船運及互助保險(防護及補償協會或抗辯協會)事務之商務人士或皇后分院之律師。

(D) 船東不得就任何意見不合或爭議，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 34(A)項提請協會董事調解，且協會董事並已作成裁決，或該裁決之提請已依本規則 34(A)項但書規定而棄權；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，則除非該意見

- paragraph (B) of this Rule 34 and the Award in such 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 under these Rules and any contract between them 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.

- 不合或爭議已依本規則 34(B) 項提付仲裁，且已作成仲裁判斷；及
- (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。

RULE 35 Governing Law

These Rules and any contract howsoever made between the Association and an Owner shall be deemed to have been concluded in England save where expressly stated otherwise in such contract, and both these Rules and any such contract shall be governed by and construed in accordance with English law.

規則 35 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英國所締結，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。

RULE 36 Definitions

In these Rules the words standing in the first column of the table set out in this Rule shall bear the meanings set opposite to them in the second column, if not inconsistent with the subject or context:-

規則 36 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：

Words	Meanings	名詞	意義
Applicant Owner	In relation to a ship which is desired or intended to be entered 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 or any other person, provided always that they are named in the Certificate of Entry, by whom or on whose behalf an application has been, is being or is to be made for the entry of the same in the Association, whether he be or is to be a Member of the Association 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。
Articles	The Articles of Association for the time being of the Association.	章程	本協會現時有效之任何章程。
Association	The Merchant Marine Freight Demurrage and Defence Association Limited.	本協會	海商人互保運費、延滯費及抗辯協會有限公司。
Calls	Sums payable to the Association in respect of an entered ship pursuant to Rules 16(A), 17 and 18.	攤付金	入會船舶依規則 16(A)、17 及 18 應支付給本協會之款項。
Contingency Calls	Sums payable to the Association pursuant to Rule 20.	追加攤付金	依規則 20 應支付給本協會之款項。
Contribution	A period of six months commencing at noon	分擔期間	自每年 2 月 20 日或 8 月 20 日

Period	Greenwich Mean Time on any 20th February or 20th August in any year.		格林威治時間中午起計之六個月期間。
Cover	Cover in respect of any of the matters described in Rule 2.	承保	有關規則2所載任何事項之承保。
Directors	The Board of Directors for the time being of the Association.	協會董事	本協會目前之協會董事。
Entered Ship	A ship which has been entered in the Association.	入會船舶	已加入本協會保險之船舶。
Fixed Premium Entry	A ship which has been entered in the Association pursuant to Rule 3(A).	固定保費入會	以船東依規則3(A)應支付固定保費給本協會為條件之保險。
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。
Member of MERCHANT MARINE (TAIPEI)	A member (as defined in and subject to the Memorandum and Articles of Association and Rules thereof) of MERCHANT MARINE (TAIPEI).	海商人抗辯保險(台北)有限公司之會員	海商人抗辯保險(台北)有限公司之會員(亦即依該協會及其規章之備忘錄或章程所定義之會員)
Operation	The employment or use of an entered ship, but excluding the provision by or on behalf of the Owner of an entered passenger ship, of hotel, leisure or entertainment related facilities or similar services and any claims, disputes or proceedings whatsoever arising therefrom, unless the Directors in their discretion otherwise decide.	營運	入會船舶之受雇或使用，但不包括使用於或代表入會客輪、旅館、休閒或娛樂設施或類似服務之船東無論任何原因所生之任何求償、爭議或訴訟，然協會董事以其意見另有不同決定者除外。
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 or any other person, provided always that they are named in the Certificate of Entry by whom or on whose behalf an application has been, is being or is to be made for the entry of the same in the Association, whether he be or is to be a Member of the Association or not.	船東	入會證書上所載入會船舶之船東、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 Greenwich Mean Time on any 20th February to noon Greenwich Mean Time 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。
Proceedings	Legal or arbitration proceedings.	訴訟程序	指法律或仲裁程序。
Rules	The Rules for the time being of the Association.	協會規章	目前有效之協會規章。

Ship	Ship, boat, hovercraft, rig or other description of vessel or structure (including any ship, boat, hovercraft, rig 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	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。
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 in the Association, shall include their heirs, executors, administrators, personal representatives, assigns (when permitted under these Rules), receiver, curator or 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。
MERCHANT MARINE (TAIPEI)	The Merchant Marine Defence Insurance Association (Taipei) Limited, a company incorporated in the Taipei with liability limited by guarantee, without a share capital, with which the Association may reinsure risks.	海商人抗辯保險(台北)有限公司	設籍於台北，其責任受保證限制，無資本額，並由本協會再保其風險之海商人抗辯保險(台北)有限公司。
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。