

# 【固定保費入會 P&I】

MERCHANT MARINE TAIWAN S.A.  
台灣海商人股份公司

## ■ 海事責任、防護及法律費用

Marine Liability, Protection and Legal Expenses

保險條款 Terms & Conditions (2007 年 2 月 20 日起適用)

第 A 部分 承保風險

Section A - Risks Covered

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## ■ 船體保險條款 Hull and Machinery (2004 年 2 月 20 日起適用)

**MERCHANT MARINE TAIWAN S.A.**

**Marine Liability, Protection and Legal Expenses  
Terms & Conditions**

Assured.....  
Address.....  
Facsimile.....  
E-mail  
address .....  
Insured  
Vessel(s).....  
Period From [ ] hrs on.... to [ ] hrs on.....

In consideration of the premium payable in respect of this insurance, the Insurer undertakes to indemnify the Assured for all liabilities, losses, costs or expenses that the Assured, in the capacity agreed in respect of the Insured Vessel(s) named in this policy, is liable to pay, in respect of the liabilities, risks or events referred to in Section A of this policy, subject to the provisions in Sections B and C.

This insurance covers only liabilities, losses, costs or expenses which arise out of events which occur during the policy period, in respect of the Assured's interest in the Insured Vessel(s) and only in connection with the operation of the Insured Vessel(s)

**OPA DISCLAIMER**

This Policy of Insurance or any Endorsement hereto is evidence only of the contract of indemnity insurance between the above named Assured(s) and the Insurer and shall not be construed as evidence of any undertaking, financial or otherwise, on the part of the Insurer to any other party.

In the event that an Assured tenders this Policy/Endorsement as evidence of insurance under any applicable law relating to financial responsibility, including but not limited to the Oil Pollution Act 1990 or any similar Federal or State Laws, or otherwise shows or offers it to any other party as evidence of insurance, such use of the Policy/Endorsement by the Assured is not to be taken as any indication that the Insurer thereby consents to act as guarantor or to be sued directly in any jurisdiction whatsoever. The Insurer does not so consent.

20.2.2007 EDITION

# 台灣海商人股份公司

## 海事責任、防護及法律費用 保險條款

被保險人\_\_\_\_\_

地址\_\_\_\_\_

傳真\_\_\_\_\_

電子郵件地址\_\_\_\_\_

被保險船舶\_\_\_\_\_

保險期間：從\_\_\_\_\_日\_\_\_\_\_時至\_\_\_\_\_日\_\_\_\_\_時

慮及有關本保險保費之支付，保險人同意依據本保險第 A 部分所規定之有關責任、風險及事件，並適用第 B 及第 C 部分之規定，補償被保險人就本保險所列名之被保險船舶地位應負責之所有責任、損失、成本或費用。

本保險僅承保本保險期間，有關被保險人對於被保險船舶之利益及有關被保險船舶之營運所致生之責任、損失、成本或費用。

### 美國油污染法—拒絕聲明

本保險保單或其任何批單僅作為上述列名被保險人及保險人間補償保險契約之證明，不應被解釋為保險人對任何其他人之任何保證，無論是財務保證或其他保證之證明。

如被保險人意欲將本保單/批單作為任何可適用法律下有關財務責任之保險證明，包括但不受限於 1990 年美國油污染法或任何類似聯邦法或州法；或將其出示或提供給任何其他人作為保險證明之用，被保險人如此保單/批單之使用，並不代表保險人業已同意作為保證人或於任何管轄地域被直接起訴之對象。保險人並未如此同意。

20.2.2007 版

## SECTION A - RISKS COVERED

### 1. Accidental Death or Injury

Liability to pay compensation or damages for loss of life or personal injury caused by an accident in respect of:

- 1.1 A member of the Crew.
- 1.2 A Supernumerary.
- 1.3 A Passenger.
- 1.4 A Stevedore, where such liability arises:
  - 1.4.1 on board the Insured Vessel(s), or
  - 1.4.2 in the course of handling cargo from the time of receipt of the cargo from the consignor or shipper at the port of loading until the time of delivery of that cargo to the consignee at the port or place of discharge
- 1.5 Any Third Person, together with any person not on board the Insured Vessel(s) who suffers loss of life or personal injury caused by an accident in connection with the operation of the Insured Vessel(s).
- 1.6 Any person on a vessel(s) which is in collision with the Insured Vessel(s) or which is damaged by the Insured Vessel(s) other than by collision, or on any property or object damaged by the Insured Vessel(s).

### 2. Illness and Disease

Liability to pay compensation or damages for loss of life caused by illness or disease or for any illness or disease contracted by:

- 2.1 A member of the Crew.
  - 2.2 A Supernumerary.
  - 2.3 A Passenger.
  - 2.4 A Stevedore, where such liability arises:
    - 2.4.1 on board the Insured Vessel(s), or
    - 2.4.2 in the course of handling cargo from the time of receipt of the cargo from the consignor or shipper at the port of loading until the time of delivery of that cargo to the consignee at the port or place of discharge.
- Save where such liability arises solely under the terms of a contract between the Assured and any other party.

- 2.5 Any Third Person.

### 3. Medical and Funerary Expenses

Liability to pay for the cost of medical or hospital treatment and ancillary expenses necessarily incurred in relation to any injury, illness or disease, and of funeral arrangements and the repatriation of remains necessarily incurred, in respect of:

- 3.1 Any member of the Crew.
- 3.2 A Supernumerary.
- 3.3 A Passenger.

## 第 A 部分—承保風險

### 條款 1—意外死傷

因下列事故所致生人命喪失或受傷所應支付補償或損害賠償之責任：

- 1.1 船員。
- 1.2 臨時人員。
- 1.3 旅客。
- 1.4 碼頭工人，其責任為下列所生者：
  - 1.4.1 於被保險船上，或
  - 1.4.2 於裝貨港自裝貨人或託運人收受貨物以迄卸貨港或卸貨地將貨物交付予受貨人期間之貨物搬運。
- 1.5 被保險船舶之營運有關之任何事故所致生而蒙受生命喪失或人身傷害之任何第三人或非處於被保險船舶上之任何人。
- 1.6 於與被保險船舶發生碰撞之船上，或受被保險船舶非碰撞損害之船上之任何人，或受被保險船舶損害之任何財產或物件上之任何人。

### 條款 2—生病及染病

因下列人員生病或染病所致人命喪失或生病或接觸感染所應支付補償或損害賠償之責任：

- 2.1 船員。
  - 2.2 臨時人員。
  - 2.3 旅客。
  - 2.4 碼頭工人，該責任為下列所生：
    - 2.4.1 於被保險船上，或
    - 2.4.2 於裝貨港自裝貨人或託運人收受貨物以迄卸貨港或卸貨地將貨物交付予受貨人期間之貨物搬運。
- 但以該責任完全係因被保險人及任何第三人間之契約約定所生者為限。

- 2.5 任何第三人

### 條款 3—醫療及喪葬費用

有關下列人員之醫療或住院費用，及與該受傷、生病、患病及安排喪葬必要所生之附屬費用及遣返剩餘人員必要所生之費用：

- 3.1 任何船員。
- 3.2 臨時人員。
- 3.3 旅客。

#### 4. Repatriation by Reason of Illness, Injury or Disease

Liability for maintenance and repatriation costs and expenses necessarily incurred, by reason of illness, disease, personal injury or death giving rise to a claim covered under Clause 1, 2 or 3 of this policy in respect of:

- 4.1 Any member of the Crew.
- 4.2 A Supernumerary.
- 4.3 A Passenger.
- 4.4 Any Third Person.
- 4.5 Any person on a vessel(s) which is in collision with the Insured Vessel(s) or which is damaged by the Insured Vessel(s) other than by collision, or on any property or object damaged by the Insured Vessel(s).

#### 5. Obligatory Repatriation

Liability for repatriation costs and expenses in respect of any member of the Crew necessarily incurred under the terms of any contract of service or employment, or Collective Agreement, or pursuant to any statutory obligation or any order or decree issued by a governmental agency or authority, except where such expense is payable by reason of:

- 5.1 the end of a member of the Crew's contractual term of service, under such a contract or Collective Agreement, or by agreement.
- 5.2 the sale or disposal of the vessel(s).
- 5.3 the default of the Assured.
- 5.4 the laying up of the Insured Vessel(s).

#### 6. Crew Substitution

Costs and expenses necessarily incurred to substitute a member of the Crew when the Assured is deprived of the services of that member of the Crew, by reason of:

- 6.1 the death of or repatriation of that member of the Crew pursuant to Clause 4 of this policy.
- 6.2 death, injury or illness of that member of the Crew, not giving rise to repatriation.
- 6.3 desertion by that member of the Crew.

#### 7. Casualty Indemnity for Crew

Liability for wages or compensation payable to any member of the Crew for a maximum period of 60 days, following the actual or constructive or compromised total loss of the Insured Vessel(s) which necessitates the termination of the employment of any member of the Crew under the terms of any contract of service or employment or Collective Agreement, or other legal obligation.

#### 8. Defaulting Crew

Liability for costs and expenses necessarily incurred by the Assured pursuant to any statutory obligation or any order or

#### 條款4—因生病、受傷或染病而遣返

有關下列人員依本保險條款1、條款2及條款3所承保之生病、染病、人身受傷或死亡必要所生給養及遣返成本及費用：

- 4.1 船員。
- 4.2 臨時人員。
- 4.3 旅客。
- 4.4 任何第三人。
- 4.5 與被保險船舶發生碰撞之船舶上或受被保險船舶非碰撞損害之船舶上之任何人，或受被保險船舶損害之任何財產或物件上之任何人。

#### 條款5 — 義務遣返

有關船員依據任何服務或雇用契約或團體協約或依據任何法定義務或因任何政府官署或當局所發佈之命令或指示必要所生之遣返成本及費用，但因下列事由而應支付該費用者除外：

- 5.1 依船員服務契約或團體協約或當事人合意之船員服務契約期滿。
- 5.2 船舶出售或轉讓。
- 5.3 被保險人不履約。
- 5.4 被保險船舶停航。

#### 條款6 — 船員之替代

因下列事由，被保險人被剝奪某船員之服務，而必須替代該船員必要所生之成本及費用：

- 6.1 依據本保險條款4之船員死亡或遣返。
- 6.2 船員死亡、受傷或生病，但無須遣返。
- 6.3 船員跳船。

#### 條款7 — 船員事故補償

被保險船舶發生實際或推定或協議全損，依據任何服務或雇用契約或團體協約或依據其他法律義務必須終止與任何船員之雇用時，應支付給船員最高不超過60天工資或補償之責任。

#### 條款8 — 違約船員

船員未休假離職卻不在被保險船上，依據任何法定義務或因任何政府官署或當局

decree issued by any governmental agency or authority applicable to any member of the Crew who goes absent from the Insured Vessel(s) without leave, where such costs or expenses cannot be recovered from the member of the Crew concerned.

所發佈之任何命令或指示，被保險人必要所生成本及費用之責任。

## 9. Stowaways, Refugees and Persons Rescued at Sea

## 條款9 — 偷渡客、難民及於海上所救助之人員

Costs and expenses other than the costs of diversion of the Insured Vessel(s), necessarily incurred by the Assured in meeting its legal obligations in respect of stowaways, persons rescued at sea, or refugees, including the cost of maintaining, landing and where necessary repatriating such persons. Costs and expenses incurred shall only be covered to the extent that they cannot be recovered from any other party.

被保險人為符合有關偷渡客、海上所救助之人員或難民必要所生，除被保險船員偏航成本以外之成本及費用，包括給養、上岸及遣返該人員所必要花費之成本。所承保之成本及費用僅限於其無法向任何第三人求償之範圍。

Any claim for costs and expenses in respect of bunkers, stores, Crew wages, insurance and port charges shall be limited to the Assured's Net Loss.

有關燃油、物料、船員工資、保險費及港口費用之成本及費用之求償，僅限於被保險人之淨損失。

## 10. Diversion

## 條款10 — 偏航

Costs and expenses necessarily incurred by reason of the diversion or delay of the Insured Vessel(s) solely:

完全因下列事由必要所生被保險船舶偏航或遲延之成本及費用：

- 10.1 for the provision of medical treatment ashore of an ill or injured member of the Crew, or any other person on board the Insured Vessel(s).
- 10.2 in awaiting a substitute for a member of the Crew who has died or for an ill or injured member of the Crew who has been landed for medical treatment or repatriated.
- 10.3 for the purpose only of landing stowaways, persons rescued at sea or refugees.

- 10.1 為提供患病或受傷船員上岸醫療救護。
- 10.2 船員死亡或船員生病或受傷而上岸接受醫療救治或遣返時，為等待替代人員。
- 10.3 純為使偷渡客、海上所救助之人員或難民上岸。

Any claim for costs and expenses in respect of bunkers, stores, Crew wages, insurance and port charges shall be limited to the Assured's Net Loss.

有關燃油、物料、船員工資、保險及港口費用之成本及費用之任何求償，應僅限於被保險人之淨損失。

## 11. Life Salvage

## 條款11 — 人命救助

Liability to a third party arising by reason of the saving or attempted saving by that third party of any member of the Crew or other person on or from the Insured Vessel(s), save to the extent that payment in respect of such a liability is recoverable under the Insured Vessel(s)'s Hull and Machinery insurance or from cargo interests.

因第三人於被保險船舶或針對被保險船舶救助或試圖救助船員或其他人員所生對第三人之責任，但該款項不包括得自被保險船舶之船體機器保險或貨物或自貨方可得求償之額度。

## 12. Quarantine

## 條款12 — 檢疫

Costs and expenses of disinfection, fumigation or quarantine in respect of the Insured Vessel(s) or cargo or persons on board the Insured Vessel(s), necessarily incurred by the Assured directly by reason of the outbreak of, or presence on board the Insured Vessel(s) of, an infectious human disease or any measures taken to control or eliminate such disease. Such costs and expenses shall be limited to those incurred specifically in respect of the measures taken to eliminate or control such disease and the

被保險人因被保險船上爆發或出現任何具傳染性的人類疾病或為控制或減輕該疾病所採取之任何措施必要所生之有關被保險船舶或被保險船上之貨物或人員之防疫、消毒或檢疫成本及費用。該成本及費用應限於其係特別發生為減輕或控制該疾病所採取之措施，及有關燃油、物料、船員工資、保險及港口費用

Assured's Net Loss in respect of bunkers, stores, Crew wages, insurance and port charges. 之被保險人之淨損失。

### 13. Collision Liabilities

Liabilities, costs and expenses arising as a result of a collision between the Insured Vessel(s) and any other vessel(s) in respect of:

13.1 one fourth of the liabilities, costs and expenses incurred by reason of such a collision, in respect of claims other than those set out at Clause 13.2 below, and which are not covered by the Insured Vessel(s)'s Hull and Machinery insurance, save where the Insurer have agreed in writing to cover some other proportion of such liabilities, costs and expenses.

13.2 the full extent of the Assured's liabilities, costs and expenses incurred by reason of such a collision in respect of:

- 13.2.1 accidental death or injury under Clause 1.
- 13.2.2 medical and funerary costs and expenses under Clause 3.
- 13.2.3 repatriation under Clause 4.
- 13.2.4 crew substitution under Clause 6.
- 13.2.5 loss of or damage to property under Clause 15.
- 13.2.6 wreck removal under Clause 16.
- 13.2.7 damage to cargo on the Insured Vessel(s) under Clause 17.
- 13.2.8 pollution under Clause 19.
- 13.2.9 general average or salvage paid by those interested in cargo carried on board the Insured Vessel(s) or in property on board the Insured Vessel(s).

13.3 such part of the Assured's liabilities incurred by reason of collision, other than those referred to in Clause 13.2 as exceeds the amount recoverable under the Insured Vessel(s)'s Hull and Machinery insurance solely because those liabilities exceed the Insured Vessel(s)'s insured value under such insurance.

Cover under this Clause is subject to the provisions at Clauses 41, 54 and 67 of this policy.

Unless agreed by the Insurer in writing, if both vessels in collision are to blame, and the liability of one or both vessel(s) is limited by operation of law, claims in respect of liabilities arising under this Clause shall be settled by reference to the principle of single liability. Save in these circumstances, claims in respect of such liabilities shall be settled by reference to the principle of cross-liabilities.

### 14. Damage to Vessel(s) other than by Collision

Liabilities, costs and expenses in respect of loss of or damage to any other vessel(s) or craft, or to property on board such other vessel(s) or craft, not caused by a collision with the Insured Vessel(s), and the impairment or infringement of any rights of any third party caused by such loss or damage.

### 條款13 一碰撞責任

被保險船舶與任何其他船舶間之碰撞所致生之下列責任、成本及費用：

13.1 有關下列條款13.2以外之求償，且非被保險船舶之船體及機器保險所承保，因該碰撞所生責任、成本及費用之四分之一，但保險人業已書面同意承保該責任、成本及費用之其他部分者除外。

13.2 因船舶碰撞有關下列事由之被保險人之全部責任、成本及費用：

- 13.2.1 條款1之意外死亡及受傷。
- 13.2.2 條款3之醫療及喪葬成本及費用。
- 13.2.3 條款4之遣返。
- 13.2.4 條款6之船員替代。
- 13.2.5 條款15之財產損失或損害。
- 13.2.6 條款16之殘骸移除。
- 13.2.7 條款17之被保險船舶上貨物之毀損。
- 13.2.8 條款19之污染。
- 13.2.9 被保險船舶上所運載之貨物或被保險船舶上之財物利害關係人所支付之共同海損或救助費用。

13.3 條款13.2所列以外，被保險人因碰撞所生責任超過被保險船舶之船體及機器保單可得求償金額之部分，而該部分純係因碰撞所生責任超過被保險船舶於該保單之保險價值所致。

本條款之承保應適用本保險條款41、條款54及條款67之規定。

除保險人另有書面協議外，若兩船均有過失，且一方或雙方船舶之碰撞責任依法得主張責任限制時，依本條款所生之責任求償應依單一責任原則處理。除此情況外，該責任之求償應依交叉責任原則處理。

### 條款14 一對他船之非碰撞損害

被保險船舶非碰撞所致任何其他船舶或航具或該船舶上財產之損失或損害，及該損失或損害所致生任何第三人之任何權利減損或侵害之責任、成本及費用。

Where such loss or damage, impairment or infringement occurs, the Assured shall also be covered under the Clauses referred to below in respect of:

- 14.1 accidental death or injury under Clause 1.
- 14.2 medical and funerary costs and expenses under Clause 3.
- 14.3 repatriation under Clause 4.
- 14.4 substitution under Clause 6.
- 14.5 damage to property under Clause 15.
- 14.6 wreck removal under Clause 16.
- 14.7 loss of or damage to cargo on the Insured Vessel(s) under Clause 17.
- 14.8 pollution under Clause 19.
- 14.9 towage by or of the Insured Vessel(s) under Clause 30 or Clause 31.

Cover under this Clause is subject to the provisions at Clauses 41, 54 and 67 of this policy.

## 15. Loss of or Damage to Property

Liabilities, costs and expenses arising in respect of loss of or damage to any fixed or movable property or object (other than any other vessel(s) or craft, or property on any other vessel(s) or craft), including but not limited to any dock, pier, harbour, jetty, buoy, lighthouse, breakwater, beacon or cable, caused by the Insured Vessel(s), or the impairment or infringement of any rights of any third party caused by the Insured Vessel(s).

Where such loss, damage, impairment or infringement occurs, the Assured shall also be covered under the Clauses referred to below in respect of:

- 15.1 accidental death or injury under Clause 1.
- 15.2 medical and funerary costs and expenses under Clause 3.
- 15.3 repatriation under Clause 4.
- 15.4 substitution under Clause 6.
- 15.5 wreck removal under Clause 16.
- 15.6 loss of or damage to cargo on the Insured Vessel(s) under Clause 17.
- 15.7 pollution under Clause 19.
- 15.8 towage by or of the Insured Vessel(s) under Clause 30 or Clause 31.

Cover under this Clause is subject to the provisions at Clauses 41, 54 and 67 of this policy.

## 16. Wreck Removal and Liabilities

16.1 Liabilities, costs and expenses in respect of the removal or disposal of, or the lighting or marking of:

- 16.1.1 the wreck of the Insured Vessel(s).
- 16.1.2 cargo, property or goods on board or which were carried on board the Insured Vessel(s) (other than oil or any other polluting substance).
- 16.1.3 the wreck of any vessel damaged by the Insured Vessel(s), by collision or otherwise, or cargo on board such a wreck.

於發生該損失、損害、減損或侵害時，本條款仍承保被保險人下列事項：

- 14.1 條款1之意外死亡及受傷。
- 14.2 條款3之醫療及喪葬成本及費用。
- 14.3 條款4之遣返。
- 14.4 條款6之船員替代。
- 14.5 條款15之財產損失或損害。
- 14.6 條款16之殘骸移除。
- 14.7 條款17之被保險船舶上貨物之毀損。
- 14.8 條款19之污染。
- 14.9 條款30或條款31拖帶被保險船舶或被保險船舶所進行之拖帶。

本條款之承保應適用本保險條款41、條款54及條款67之規定。

## 條款15 — 對財產之毀損滅失

被保險船舶所致任何固定或移動式財產或物件(任何其他船舶或航具或該船舶或航具上之財產除外)，包括但不限於任何碼頭、突堤、港口、防波塊、浮筒、燈塔、防波堤、信號塔或管線之損失損害有關，及該損失損害所致生任何第三人之任何權利減損或侵害之責任、成本及費用。

於發生該損失、損害、減損或侵害時，本條款仍承保被保險人下列事項：

- 15.1 條款1之意外死亡及受傷。
- 15.2 條款3之醫療及喪葬成本及費用。
- 15.3 條款4之遣返。
- 15.4 條款6之船員替代。
- 15.5 條款16之殘骸移除。
- 15.6 條款17之被保險船舶上貨物之毀損。
- 15.7 條款19之污染。
- 15.8 條款30或條款31拖帶被保險船舶或被保險船舶所進行之拖帶。

本條款之承保應適用本保險條款41、條款54及條款67之規定。

## 條款16 — 殘骸移除及責任

16.1 有關下列事項之移除或處置、或加燈號或標示之責任、成本及費用：

- 16.1.1 被保險船舶之殘骸。
- 16.1.2 被保險船舶所運載或曾運載之貨物、財產或貨品(油料或任何其他污染物質除外)
- 16.1.3 被保險船舶因碰撞或其他因素所損害之任何船舶之殘骸或該殘骸上之貨物



where such removal or disposal, or lighting or marking, is either required by law, or by any order or decree issued by any governmental agency or authority, or the cost of such removal or disposal, or lighting or marking is legally recoverable from the Assured, or is performed under the terms of a contract which the Insurer, in their absolute discretion, agree in writing.

Any claim in respect of such liabilities, costs and expenses shall be subject to the following:

16.1.4 the salvaged value of the wreck, cargo, property or goods shall be deducted from any claim under this section.

16.1.5 there shall be no claim under this Clause if the Assured has divested itself of its interest in the wreck, cargo, property or goods other than by way of abandonment, before such removal, disposal, marking or lighting takes place.

#### 16.2 Liabilities incurred by the Assured:

16.2.1 by reason of the attempted or actual removal or disposal of the wreck of the Insured Vessel(s) or property on board the Insured Vessel(s).

16.2.2 in respect of the wreck of the Insured Vessel(s) including in respect of the release or escape of oil or any other polluting substance, or any failure to remove or dispose of, or light or mark the said wreck.

### 17. Cargo

Liabilities, costs and expenses incurred by the Assured in respect of cargo intended to be carried, which is carried or which has been carried on board the Insured Vessel(s), which arise by reason of a breach by the Assured of its duties or obligations as carrier, whether directly or through the acts or omissions of a party for whom the Assured is responsible, or by reason of the unseaworthiness of the Insured Vessel(s) (always subject to Clauses 17.11 - 17.21) in respect of:

17.1 loss of or damage to cargo.

17.2 shortage of cargo on discharge.

17.3 delay, save where the Assured's liability arises under an express term of a contract of carriage requiring delivery on or before a specified date or time or within a specified period, or save where liability arises by a failure to maintain a contractual rate of discharge.

In particular the Assured shall be covered in respect of:

17.4 additional costs of discharging, restowage and resecuring of damaged cargo, over and above the costs which would have been incurred by the Assured in the normal course of the performance of the contract of carriage, and save insofar as such costs are recoverable from any third party.

17.5 costs of disposal of damaged cargo, save insofar as such costs are recoverable from any third party.

17.6 additional costs of discharging, restowage and resecuring

該移除或處置、或加燈號或標示為法律所要求或應任何政府官署或機關之命令或指示，或被保險人依法有權求償該移除或處置、或加燈號或標示成本，或係履行保險人以其絕對裁量書面同意之契約條款為限。

任何有關該責任、成本或費用之求償應適用下列情況：

16.1.4 本項求償應扣除殘骸、貨物、財產或貨品之殘餘價值。

16.1.5 如於移除、處置、加燈號或標示前，被保險人業將其有關該殘骸、貨物、財產或貨品之權益放棄給他人者(保險委付除外)，即不得依本條款求償。

#### 16.2 被保險人所生下列事項之責任：

16.2.1 因意圖或實際移除或處置被保險船舶之殘骸或被保險船舶上之財產。

16.2.2 有關被保險船舶之殘骸，包括油料或任何其他污染物質之洩漏或排放，或無法針對該殘骸為移除或處置、加燈號或標示。

### 條款17 — 貨物

對於欲裝載、正裝載或曾裝載於被保險船上之貨物，因被保險人違反其身為承運人之義務或責任，無論是否為被保險人應負責任之人之作為或不作為直接所致，或由於被保險船舶之不適航(應適用條款第17.11至17.21)，被保險人所生有關下列事項之責任、成本及費用：

17.1 貨物之損失或損害。

17.2 貨物卸載時短少。

17.3 遲延，但以該被保險人之責任係依照運送契約上要求應於某特定日期或該日期之前或於某特定期間交付貨物之明示條款所生，或該責任係疏於保持一約定卸載速率所生者為限。

特別是，承保被保險人下列事項：

17.4 被保險人於正常履行運送契約過程原應發生之成本之外，受損貨物卸載、重新堆放及重新繫固之額外成本，但該成本得向任何第三人求償者除外。

17.5 處理受損貨物之成本，但該成本得向任何第三人求償者除外。

17.6 於事故發生後，為完成預定航程必要發生，不屬於共同海損費用

- of cargo on board the Insured Vessel(s) following a casualty, which are necessarily incurred to complete the intended voyage, which do not constitute General Average expenditure, save insofar as such costs are recoverable from any third party.
- 17.7 default of a consignee or receiver in failing to take delivery of, rejecting or failing to collect cargo on board, or which has been carried on board, the Insured Vessel(s), save insofar as the liabilities, costs and expenses incurred are recoverable through the sale of the cargo or from any third party. Such liabilities, costs and expenses are covered under this Clause irrespective of whether or not the Assured is in breach of its duties and obligations as carrier.
- 17.8 loss of or damage to cargo, or other property on board the Insured Vessel(s) by reason of a collision, for which the Assured is liable.
- 17.9 the effects or consequences of the emission of ionising radiation from cargo whilst on board the Insured Vessel(s) (and only whilst on board the Insured Vessel(s)), if such cargo consists of radio-isotopes used for or destined for commercial, agricultural, industrial, medical or other scientific purposes and provided that the prior approval in writing of the Insurer has been obtained for the carriage of such cargo, subject always to the provisions at Clause 76 of this policy.
- 17.10 liabilities directly caused by loss of, damage to, or shortage of cargo for:
- 17.10.1 loss of market.
- 17.10.2 idle time or depletion in output of any plant or factory for which the cargo in respect of which a claim is made was or is destined.
- 17.10.3 contamination of cargo belonging to any third party.
- 之被保險船上貨物之卸載、重新堆放及重新繫固之額外成本，但該成本得向任何第三人求償者除外。
- 17.7 受貨人或貨物受領人不提領貨物，或拒絕受領或疏於接收被保險船上或曾在被保險船上之貨物，但不包括得經由貨物變賣或可得向任何第三人求償所生之責任、成本及費用。不論被保險人是否違反其身為承運人之義務及責任，本條款仍承保前述責任、成本及費用。
- 17.8 因被保險人應負責之碰撞，對被保險船上之貨物或其他財產之損失或損害。
- 17.9 如該貨物含有使用於或擬使用於任何工業、商業、農業、醫學或科學目的，且該貨物之運送業經本保險人事先書面同意並適用本保單條款76之情況下，被保險船上貨物之放射性同位素所生之後果或影響(且僅限裝載於被保險船上)。
- 17.10 貨物損失、損害或短少直接所致下列事項之責任：
- 17.10.1 市場損失。
- 17.10.2 所生求償之相關貨物之抵達所生任何工廠或製造廠之時間閒置或產能耗損。
- 17.10.3 屬於任何第三人貨物之污染。

**There shall be no cover under this policy in respect of the following:**

- 17.11 **Terms of Carriage:** Liabilities incurred by reason of the carriage of goods on terms and subject to exclusions and limitations of liability less favourable to the Assured than those which would have applied had the goods been carried subject to the Hague Rules or Hague-Visby Rules or the Hamburg Rules where the Hamburg Rules are compulsorily applicable to such carriage.
- 17.12 **Combined Transport:** Liabilities for:
- 17.12.1 loss of or damage to cargo.
- 17.12.2 shortage of cargo on discharge.
- 17.12.3 delay, save where the Assured's liability arises under an express term of a contract of carriage requiring delivery on or before a specified date or time or within a specified period.

incurred by reason of the carriage of goods under a contract of carriage or bill of lading providing for through transport or transshipment, unless the Insurers have given their prior written agreement to cover such liabilities, costs and expenses.

**本保險不承保下列事項：**

- 17.11 **運送條款：**因貨物運送所生之責任係以如同所運載之貨物依照海牙規則或海牙威士比規則或強制適用該運送之漢堡規則般，更不利於被保險人之條件為免責及責任限制之適用。
- 17.12 **多式運送：**有關下列責任：
- 17.12.1 貨物損失或損害。
- 17.12.2 貨物卸載時短少。
- 17.12.3 遲延，但以該被保險人之責任係依照運送契約上要求應於某特定日期或該日期之前或於某特定期間交付貨物之明示條款所生。
- 依運送契約或載貨證券提供一貫運送或轉運之貨物運送所生者，以本保險人業已事先書面同意承保該責任、成本及費用者為限。
- 17.13 **漏裝：**因被保險人疏失而未將貨物裝載上被保險船舶所生之責

- 17.13 **Failure to Load:** Liabilities, costs or expenses incurred by reason of the failure by the Assured to load a particular cargo on board the Insured Vessel(s), save where such failure is caused by an accident, casualty or breakdown suffered by the Insured Vessel(s) after its arrival at the berth where such cargo is to be loaded.
- 17.14 **Non-Arrival and Late Arrival:** Liabilities, costs and expenses incurred by reason of a delay in the arrival or the non-arrival of the Insured Vessel(s) at any load port.
- 17.15 **Misdelivery:** Liabilities for misdelivery where cargo which is carried on board the Insured Vessel(s):
- 17.15.1 under a negotiable bill of lading or other document of title, is delivered to any person without production by that person of the original negotiable bill of lading or other document of title duly endorsed to that person.
- 17.15.2 under a non-negotiable bill of lading or other non-negotiable document, is delivered to a person other than the person entitled to receive the cargo under its terms.
- 17.16 **Non-Contractual Discharge:** Liabilities, costs or expenses incurred by reason of the discharge of cargo on board the Insured Vessel(s) at a port or location other than that provided for under the contract of carriage.
- 17.17 **Incorrect Statements:** Liabilities, costs or expenses incurred in circumstances where a bill of lading or other document evidencing the terms of a contract of carriage is issued which, to the knowledge of the Assured or the Master, misstates:
- 17.17.1 the date of issue of such bill of lading or other document, the date of shipment of the cargo, or the date when the cargo was received for shipment.
- 17.17.2 the description of the cargo.
- 17.17.3 the quality or condition of the cargo.
- 17.17.4 the quantity of cargo.
- 17.17.5 the port or place of loading.
- 17.17.6 the location of cargo as being under deck, when it is carried on deck.
- 17.18 **Ad Valorem Bills of Lading:** Liabilities arising in respect of cargo carried under an ad valorem bill of lading.
- 17.19 **Deviation:** Liabilities, costs or expenses which result from or as a consequence of a deviation from the voyage required to be performed under a contract of carriage by the Insured Vessel(s), where such deviation would operate to prevent the Assured from relying on defences, exclusions or limitations under that contract of carriage, save where such deviation is made with the prior approval in writing of the Insurer.
- 17.20 **Livestock:** Liabilities arising in respect of any contract for the carriage of live animals.
- 17.21 **High Value and Documentary Cargo:** Liabilities, costs or expenses in respect of:
- 17.21.1 bullion, precious metals or minerals, diamonds, 任、成本或費用，但該漏裝係因被保險船舶抵達該貨物應行裝載之船席前發生意外、事故或故障所致者除外。
- 17.14 **未到港或遲延到港:** 因被保險船舶遲延抵達或未抵達任何裝貨港所生之責任、成本或費用。
- 17.15 **誤交:** 被保險船上所運載之貨物因下列情況而誤交所生之責任:
- 17.15.1 於可轉讓之載貨證券或其他權利文件，將貨物交付給未出示經適當背書轉讓之可轉讓載貨證券或其他權利文件正本之人。
- 17.15.2 於不可轉讓之載貨證券或其他不可轉讓之文件，將貨物交付給依其上記載有權收受貨物之人以外之人。
- 17.16 **非契約卸載:** 被保險船舶所載運之貨物卸載於運送契約所載港口或處所以外之港口或處所所生之責任、成本或費用。
- 17.17 **不實記載:** 被保險人或船長於簽發載貨證券或證明運送契約條款之其他權利文件時，明知但仍為下列不實記載所生之責任、成本或費用:
- 17.17.1 該載貨證券或其他文件之簽發日期、貨物裝船日期或貨物收受裝運日期。
- 17.17.2 貨物說明。
- 17.17.3 貨物品質及情狀。
- 17.17.4 貨物數量。
- 17.17.5 裝貨港地。
- 17.17.6 貨物裝載於甲板上，卻記載為貨物裝載於甲板下。
- 17.18 **報值載貨證券:** 貨物依報值載貨證券所生之責任。
- 17.19 **偏航:** 因或由於被保險船舶偏離運送契約所約定之航程所生之責任、成本或費用，而該偏航得使被保險人依運送契約主張抗辯、免責或限制責任，且以該偏航為本保險人事先書面同意為限。
- 17.20 **活動物:** 有關任何運送活動物之契約所生之責任。
- 17.21 **高價及文件性貨物:** 有關下列之責任、成本或費用:
- 17.21.1 金銀、貴重或稀有金屬或礦石、鑽石、貴重或次貴重礦石或硬幣。
- 17.21.2 藝術品、古物、珠寶或

- precious or semi-precious stones or coinage.
- 17.21.2 artworks, antiques, jewellery or rare or precious artefacts.
- 17.21.3 documents of value including but not limited to, currency notes, bonds, bearer documents, negotiable instruments, bank drafts, cheques or payment orders.

- 稀有或貴重的加工品。
- 17.21.3 有價證券，包括但不限於現鈔、債券、票券、可轉讓單據、銀行本票、支票或付款單。
- 但該貨物或物件之運送經本保險人事先書面同意者除外。

unless the carriage of such goods or items has the prior approval in writing of the Insurer.

## 18. Personal Effects

Liability to pay compensation or damages for loss of or damage to property belonging to:

- 18.1 a member of the Crew.
- 18.2 a Supernumerary.
- 18.3 a Passenger.
- 18.4 any Third Person.
- except in respect of:
- 18.5 bullion, precious metals or minerals, diamonds, precious or semi-precious stones or coinage.
- 18.6 artworks, antiques, jewellery or rare or precious artefacts.
- 18.7 documents of value including but not limited to currency notes, bonds, bearer documents, negotiable instruments, bank drafts, cheques or payment orders.
- 18.8 any item with a value in excess of US\$2,500 or such other sum agreed in writing.

unless cover in respect of such goods or items has the prior approval in writing of the Insurer. Where such liabilities, costs or expenses are incurred pursuant to a contract between the Assured and persons referred to at Clauses 18.1 to 18.4 above, there shall be no cover in respect of such liabilities, costs or expenses unless the terms of that contract have the prior approval in writing of the Insurer.

## 19. Pollution

Liabilities, costs and expenses incurred by reason of or in consequence of the actual or threatened accidental release or escape of oil or any other polluting substance from the Insured Vessel(s) including:

- 19.1 **Loss or Damage:** Loss of or damage to property belonging to any third party, or loss sustained by any third party by reason of contamination.
- 19.2 **Death or Personal Injury:** Death, injury or illness suffered by any person.
- 19.3 **Containment:** Measures reasonably taken to avert or minimise the risk of an imminent release or escape of oil or other polluting substance from the Insured Vessel(s), together with any liability for loss or damage to property caused by measures so taken.
- 19.4 **Environmental Purposes:** Measures reasonably taken after the accidental release or escape of oil or any other polluting substance from the Insured Vessel(s), in containing the spread of and cleaning up such oil or any

## 條款18 — 個人行李

對屬於下列人員之財產損失或損害之補償或損害賠償之責任：

- 18.1 船員。
- 18.2 臨時人員。
- 18.3 旅客。
- 18.4 任何第三人。
- 但下列事項除外：
- 18.5 金銀、貴重或稀有金屬或礦石、鑽石、貴重或次貴重礦石或硬幣。
- 18.6 藝術品、古物、珠寶或稀有或珍貴的加工品。
- 18.7 有價證券，包括但不限於現鈔、債券、票券、可轉讓單據、銀行本票、支票或付款單。
- 18.8 任何價值超過2,500美元或其他書面協議金額之物件。

但該貨品或物件之承保業經本保險人事先書面同意者不在此限。該責任、成本或費用如為依據被保險人與條款 18.1 至 18.4 所述之人之契約所生，除該契約條款業經本保險人事先書面同意，否則不承保該責任、成本或費用。

## 條款19 — 污染

被保險船上之油料或任何其他污染物之實際或威脅性意外洩漏或排放所致或所生之責任、成本及費用，包括下列事項：

- 19.1 **損失或損害：**屬於任何第三人財產之損失或損害，或任何第三人因汙損所蒙受之損失
- 19.2 **死亡或人身傷害：**任何人所蒙受之死亡、受傷或生病
- 19.3 **汙損：**為避免或減輕自被保險船上油料或其他污染物質之立即洩漏或排放風險所採取之合理措施，以及採行該措施所致生對財產損失或損害之任何責任。
- 19.4 **環境目的：**油料或其他污染物質自被保險船上意外洩漏或排放後，為減輕任何所造成之損失、損害或汙損，所採取之限制其擴散及清除該

- other polluting substance, in order to minimise any resulting loss, damage or contamination.
- 19.5 **Governmental Intervention:** Compliance with any direction, decree or order made by any governmental agency or authority to avert or minimise the threat of pollution, or following such accidental release or escape, save where such liabilities, costs or expenses:
- 19.5.1 are recoverable under the Insured Vessel(s)'s Hull and Machinery insurance, or
- 19.5.2 would be incurred in any event in the course of the ordinary operation of the Vessel(s) or in the ordinary course of the performance of repair work or salvage services.
- 19.6 There shall be no recovery in respect of any liability loss, damage, costs, fines and expenses arising as a consequence of the discharge or escape or the presence of any substance, material or product or waste determined or deemed to be hazardous in any dump, site, storage or disposal facility whether or not such substance, material, product or waste was previously carried on board the Insured Vessel(s) as cargo, fuel, slops or stores.

油料或任何其他污染物質之措施。

- 19.5 **政府干涉:** 為避免或減輕污染威脅或於意外洩漏或排放發生後，遵守任何政府官署或機關所為之指示、命令或要求，但不包括下列責任、成本或費用：
- 19.5.1 得自被保險船舶之船體及機器保險求償者，或
- 19.5.2 於船舶通常操作過程中或進行修理工程或救助作業之通常過程中均會發生者。
- 19.6 置放於任何堆積場、處所、儲放或處置設施被認定或視為有害之任何物質、物體、產品或廢料之洩漏或排放或出現之後果所致生之任何責任、損失、損害、成本、罰金或費用，均不得求償，而無論該物質、物體、產品或廢料是否為被保險船舶先前所運載之貨物、燃油、污水或物料。

## 20. Pollution following Collision or Damage other than by Collision

Liabilities incurred by reason of the actual or threatened accidental release or escape of oil or any other polluting substance from any vessel with which the Insured Vessel(s) is in collision, or which suffers damage caused by the Insured Vessel(s) other than by collision, falling within the scope of Clause 19, save that references to the Insured Vessel(s) shall be treated as references to any vessel(s) with which the Insured Vessel(s) is in collision, or which suffers damage caused by the Insured Vessel(s) other than by collision.

## 條款20 — 碰撞後或非碰撞損害之污染

因被保險船舶所碰撞之其他船舶發生其上油料或任何其他污染物質之事故實際洩漏或排放或威脅，或被保險人非因碰撞所致之損害而屬於條款9之適用範圍所生之責任，但述及被保險船舶應以述及被保險船舶與之碰撞之任何船舶處理，或以被保險船舶非碰撞所致損害所遭受之損失處理。

## 21. Special Compensation for Salvors

Liability to pay special compensation to a salvor in respect of the Insured Vessel(s), to avert, limit or prevent damage to the environment under the provisions of Article 14 of the International Convention on Salvage 1989, or under a Lloyd's Open Form, 1980, 1990 or 1995 editions, or any standard form salvage agreement incorporating the effect of Article 14 of the said Convention, save insofar as such special compensation is payable by any third party also interested in property which is the subject of salvage services.

## 條款21 — 應支付給救助人之特別補償金

依1989年海難救助國際公約第14條或依勞依茲標準救助契約公開格式第1980、1990或1995年版，或將前述公約第14條類似效果併入之任何標準救助契約格式，為避免、限制或防止對環境的損害，有關被保險船舶應支付給救助人之特別補償金責任，但該特別補償金應由救助標的之財產利害關係第三人支付者除外。

## 22. Pollution Control Indemnities

Liabilities, costs or expenses incurred by the Assured for death or injury of any person or for loss of or damage to property belonging to any person by reason of the granting of an indemnity by the Assured to, or the conclusion of a contract by the Assured with, any party in connection with the provision of

## 條款22 — 污染控制補償

因被保險人同意補償或依被保險人所締結之契約，而應補償屬於條款19.3及19.4所承保之有關服務提供之任何人之財產損失或損害或任何人員之死亡或受傷時，被保險人所生之責任、成本或費

services covered under Clause 19.3 and 19.4 above, provided the terms of such indemnity or contract have the prior approval in writing of the Insurer.

## 23. Fines and Penalties

A fine or monetary penalty levied in respect of the Insured Vessel(s) or any member of the Crew, for which either the Assured is legally liable, or in respect of which the Insurer agrees in writing that reimbursement for such fine or monetary penalty should be given, which is levied by any Court or other judicial body, tribunal, or by any governmental agency or authority for:

- 23.1 breach of an administrative, governmental or customs requirement in relation to the administration of cargo documentation or for short delivery or over-delivery of cargo, including any sum for which the Assured is liable to any charterer of the Insured Vessel(s) in respect of such fine or monetary penalty levied against such a charterer, under the terms of a charterparty to which the Assured is party.
- 23.2 the accidental release or escape of oil or any other polluting substance from the Insured Vessel(s).
- 23.3 any breach of customs laws, regulations or requirements, or smuggling, other than in respect of cargo carried under a contract of carriage to which the Assured is party.
- 23.4 breach of any laws, regulations or requirements in respect of immigration.
- 23.5 any act or omission by any member of the Crew acting pursuant to their obligations to the Assured under a contract of employment or service, or under any Collective Agreement, in respect of the Insured Vessel(s), which attracts a fine or monetary penalty.

There shall however be no cover under this policy for a fine or monetary penalty levied in respect of:

- 23.6 any overloading of the Insured Vessel(s), or the presence on board the Insured Vessel(s) of a greater number of passengers than is legally permitted.
- 23.7 contravention of any law, regulation or requirement in respect of fishing.
- 23.8 criminal activity embarked on with the knowledge, connivance, complicity or reckless disregard of the Assured.
- 23.9 any breach or infringement of the requirements and provisions relating either to the configuration and equipping of the Insured Vessel(s) or the maintaining of proper records or documents under or in connection with the International Convention for the Prevention of Pollution from Ships 1973, as amended or any statutory re-enactment of such requirements and provisions.

## 24. Legal Costs

Legal costs necessarily incurred by the Assured after a casualty suffered by the Insured Vessel(s), or an event likely to give rise to a claim under this policy, to avoid or limit liabilities, costs and

用，但該補償約定或契約應經本保險人事先書面同意。

## 條款23 — 罰金及罰款

課以被保險船舶或任何船員之罰金或金錢罰款，而為被保險人依法應負責或本保險人書面同意者，就下列事項，由任何法院或其他司法部門、裁判機關或由任何政府部門或機關所課以之罰金或金錢罰款，會予以補償：

- 23.1 違反有關貨物文件或貨物之短交或溢卸之行政、政府或海關規定，包括依被保險人為當事人之租船契約之約定，有關課以租船人之罰金或金錢罰款，被保險人應負責被保險船舶之任何租船人之情況。
  - 23.2 被保險船舶之油料或任何其他污染物質之意外洩漏或排放。
  - 23.3 任何違反海關法律、規則或要求或走私，但不包括被保險人為運送契約當事人所運載之貨物。
  - 23.4 違反有關移民之任何法律、規則或要求。
  - 23.5 任何船員依雇用或服務契約或任何團體協約，履行其對被保險人有關被保險船舶之義務之任何作為或不作為，而被課以罰金或金錢罰款者。
- 但有關下列事項所被課以之罰金或金錢罰款，無論如何均不獲本保單承保：
- 23.6 被保險船舶超載，或被保險船舶上出現與法定允許載客人數更多之旅客數量。
  - 23.7 觸犯有關捕魚之任何法律、規則或要求。
  - 23.8 被保險人明知、縱容、共謀或魯莽不關心之任何犯罪行為。
  - 23.9 任何違反或違犯有關依或有關1973年防止來自船舶污染國際公約或其任何修訂或任何法定增訂所規定之被保險船舶結構及設備或保持適當紀錄或文件之要求及規定。

## 條款24 — 法律成本

於被保險船舶發生事故後，或可能造成本保險求償之事件後，被保險人為避免或限制本保險所承保風險之責任、成本

expenses in respect of risks covered by this policy, provided that such legal costs have been incurred with the prior approval of the Insurer.

## 25. Investigative Costs

Costs, other than legal costs, necessarily incurred by the Assured after a casualty suffered by the Insured Vessel(s), or an event likely to give rise to a claim under this policy, for the purpose of conducting an investigation into the circumstances of such a casualty or event, provided that such costs have been incurred with the prior approval of the Insurer.

## 26. Sue and Labour Costs

Costs and expenses, other than those which would be incurred in the course of the ordinary operation or trading of the Insured Vessel(s), necessarily incurred by the Assured, after a casualty suffered by the Insured Vessel(s), or an event likely to give rise to a claim under this policy, solely to avoid or limit liabilities, costs or expenses in respect of risks covered by this policy, provided that such costs and expenses have been incurred with the prior approval of the Insurer.

## 27. Inquiry Expenses

Costs and expenses necessarily incurred by the Assured following a casualty suffered by the Insured Vessel(s) to protect the interests of the Assured or any member of the Crew, before any inquiry or tribunal constituted to investigate that casualty, provided that such costs and expenses have been incurred with the prior approval of the Insurer.

## 28. Discrimination and Harassment

Liabilities, costs and expenses incurred by reason of a claim by any member of the Crew for breach of contract or of any statutory duty in respect of discrimination or harassment by reason of their:

28.1 sex or sexual orientation.

28.2 Race or ethnic origin.

including costs and expenses necessarily incurred in providing a substitute, if the member of the Crew making the claim goes absent from the Insured Vessel(s) without leave.

The costs and expenses of providing such a substitute shall be limited to the Assured's net loss in respect of bunkers, stores, Crew wages, insurance and port charges.

## 29. Insurer's Interest

Costs and expenses incurred by the Assured at the request or direction of the Insurer for the purpose of protecting or advancing the interests of the Insurer.

或費用必要所生之法律成本，但以該成本經保險人事先同意所生者為限。

## 條款25 — 調查成本

於被保險船舶發生事故後，或可能造成本保險求償之事件後，為進行該事故或事件之調查，被保險人必要所生，除法律成本以外之成本，但該成本以經保險人事先同意所生者為限。

## 條款26 — 損害防阻成本

於被保險船舶發生事故後，或可能造成本保險求償之事件後，被保險人純為避免或限制本保險所承保風險之責任、成本或費用必要所生之成本及費用，不包括被保險船舶於正常作業或貿易過程中所生，且以該成本經保險人事先同意所生者為限。

## 條款27 — 官方調查費用

被保險人於被保險船舶發生事故，或為防護被保險人或任何船員之權益，於任何官方調查或裁判機關進行事故調查前，必要所生之成本及費用，但以該所生之成本及費用為本保險人事先同意者為限。

## 條款28 — 性別歧視及騷擾

任何船員因其具有下列因素而違反性別歧視及騷擾之契約或任何法律義務所生之責任、成本及費用：

28.1 性別或性取向

28.2 種族或民族

且如船員為是類主張因而未休假解離而離船時，包括為提供替代人員必要所生之成本及費用。

提供該替代人員之成本及費用應僅限於被保險人有關燃油、物料、船員工資、保險及港口費用之淨損失。

## 條款29 — 保險人之權益

為防護或增進本保險人之權益，應本保險人要求或指示，被保險人所發生之成本及費用。

### 30. Towage of the Insured Vessel(s)

Liabilities, incurred by the Assured by reason of the towage of the Insured Vessel(s), under the terms of a contract (save in respect of payment for the tow itself) for:

- 30.1 entering and leaving port for the purpose of the Insured Vessel's ordinary trading.
- 30.2 shifting the Insured Vessel(s) in port or between places, and securing the Insured Vessel(s) in port, for the purpose of the Insured Vessel(s)'s ordinary trading.
- 30.3 any other purpose, provided that any contract for towage of the Insured Vessel(s), is on the Towcon or Towhire standard forms, all in unamended form, or any other standard form towage contract which affords the Assured equivalent or better protection than the said standard forms, or to which the Insurer may, on such terms as they require, agree in writing.

save insofar as such liabilities are covered under the Insured Vessel(s)'s Hull and Machinery insurance.

### 31. Towage by the Insured Vessel(s)

Liabilities, costs and expenses incurred by the Assured by reason of the towage by the Insured Vessel(s) of any other vessel(s) or object, provided that any contract under which such services are given is on the UK Standard Conditions for Towing or Other Services (1986 Edition), the Towcon or Towhire standard forms, all in unamended form, or any other standard form towage contract which affords the Assured equivalent or better protection than the said Standard Conditions or standard forms, or to which the Insurer may, on such terms as they require, agree in writing.

### 32. Third Party General Average Contributions

A sum equivalent to the proportion of General Average, salvage or special compensation payable to salvors, due to the Assured from any third party including but not limited to cargo interests, but which cannot be recovered through legal process or through negotiation, solely by reason of a breach by the Assured of the Assured's obligations as carrier under a contract of carriage with that third party.

Cover under this Clause is subject to the provisions at Clauses 17.11 to 17.21 of this policy.

### 33. Excess General Average Payable by the Assured

A sum equivalent to the amount of or proportion of General Average, salvage or special compensation due to a salvor, due in respect of the Insured Vessel(s), which cannot be recovered under the Insured Vessel(s)'s Hull and Machinery insurance, by reason of that proportion being adjusted on the basis of a Sound valuation of the Insured Vessel(s) which exceeds its insured value under the said insurance.

### 條款30 — 拖帶被保險船舶

被保險人因被保險船舶之拖帶，而針對下列事項依某契約約定(有關應支付拖帶本身之款項除外)所生之責任：

- 30.1 為被保險船舶正常貿易之目的而進港或離港。
- 30.2 為被保險船舶正常貿易之目的，被保險船舶於港內或二地間之移航、被保險船舶於港內之繫固。
- 30.3 為任何其他目的，但以被保險船舶之拖帶契約係「總額計酬拖帶」或「按日計酬拖帶」標準契約格式，或任何比前述標準格式提供被保險人等同於或更佳保障地位之標準拖帶契約，或本保險人書面同意並依其所要求之條件簽訂者為限。

但不包括依被保險船舶船體及機器保險所承保之責任。

### 條款31 — 被保險船舶所為之拖帶

因被保險船舶拖帶任何其他船舶或物件，被保險人所生之責任、成本及費用，但以該服務係依照完全未經修訂之英國標準拖帶或其他服務契約條款(1986年版)、總額計酬拖帶或按日計酬拖帶標準格式、或任何其他能提供前述標準條款或標準格式等同或更優於保護被保險人之標準格式拖帶契約，或保險人書面同意且依其所要求之條件為限。

### 條款32 — 第三人共同海損分擔

第三人，包括但不限於貨物利害關係人，應支付被保險人等同於共同海損、海難救助或應支付給救助人之特別補償金之比例部分，完全因為被保險人違反其於與第三人間運送契約下身為承運人之被保險人義務，而無法經由法律訴訟程序或經由協商解決之數額。

本條款之承保應適用本保險條款 17.11 至條款 17.21 之規定。

### 條款33 — 被保險人應支付之超額共同海損

同等於被保險船舶應支付之共同海損分擔額、應支付給救助人之救助或特別補償金之款項，由於被保險船舶之完好價值理算基礎超過其船體及機器保單之保險價值，因而無法於被保險船舶之船體及機器保險求償之部分。



Cover under this Clause is subject to the provisions at Clauses 41 and 67 of this policy.

本條款之承保應適用條款41及條款67之規定。

**IN ADDITION TO THE RISKS COVERED UNDER CLAUSES 1 - 33 OF THIS POLICY, THE ASSURED MAY, ON SUCH TERMS AS THE INSURER MAY AGREE IN WRITING, BE COVERED UNDER THE FOLLOWING OPTIONAL CLAUSES 34 - 40:**

除本保險條款1至條款33所提供之承保風險外，被保險人得於保險人書面同意之條件下，承保下列條款34至條款40之一：

### **34. Stand-by Crew**

### **條款34 — 後備船員**

Where an Assured has concluded a contract for the purchase of:

於被保險人締結下列買賣契約時：

- 34.1 a new vessel(s), and stations a person at a shipyard for the purpose of supervision of work, familiarisation and hand-over
- 34.2 a second-hand vessel(s), and stations a person on board that vessel(s) for the purpose of inspection, familiarisation and hand-over or
- 34.3 where an Insured Vessel(s) is undergoing repair, refit or drydocking and the Assured stations a person, not being a member of the Crew, on board for the purpose of supervision of the repair, refitting or drydocking work that person may be treated as a member of the Crew of an Insured Vessel(s) for the purpose of coverage under Clauses 1, 2, 3 and 4 of this policy, by special arrangement with the Insurer, on such terms as the Insurer may agree in writing and subject to the payment of an additional premium

- 34.1 新船—為工程監督、熟悉及移交而派駐於船廠之人員
- 34.2 二手船—為檢查、熟悉及移交而派駐於船上之人員，或
- 34.3 被保險船舶進行修理、改裝或入塢—為監督修理、改裝或入塢工程而由被保險人派駐於船上之非船員之人員，為本保險條款1、2、3及4之承保目的，並經保險人之特別安排且以保險人書面同意之條件及額外保費之支付，該人員得以被保險船舶之船員對待之。

### **35. Confiscation**

### **條款35 — 沒入**

The Assured may, on such terms as the Insurer may agree, be covered for loss of the Insured Vessel(s) by reason of confiscation. The Assured may, subject to such terms, recover a sum equivalent to the market value of the Insured Vessel(s), in the event of its confiscation by or on the order or decree of any Court or other judicial body, tribunal or by any governmental agency or authority, for any breach of customs or tax laws, regulations or requirements, or smuggling, other than in respect of cargo carried under a contract of carriage to which the Assured is party, provided that:

依保險人所同意之條件，得承保被保險人因被保險船舶被沒入之損失。被保險人得於前述條件下，因違反海關或稅務法律、規章或規範，或因走私，但被保險人為某運送契約之一造所運載之貨物除外，被保險船舶為任何法院或其他審判當局、裁判所或任何政府官署或當局之命令或裁令而為沒入時，得求償同等於被保險船舶市價之數額，但：

- 35.1 the activity which gives rise to such confiscation was not embarked on with the knowledge, connivance, complicity or reckless disregard of the Assured or the Master.
- 35.2 the Assured took all reasonable step stop prevent the activity giving rise to such confiscation occurring on board the Insured Vessel(s).
- 35.3 the Assured has been irrevocably and finally deprived of the use of the Insured Vessel(s).

- 35.1 造成該沒入之作為並非被保險人或船長之明知、縱容、共謀或魯莽不關心而來。
- 35.2 被保險人業已於被保險船上採取所有合理措施避免造成該沒入之作為。
- 35.3 被保險人業已不可避免且確認被剝奪對被保險船舶之使用權。

The market value of the Insured Vessel(s) shall be the market value at the time that the confiscation took place.

被保險船舶之市價應為沒入地及沒入時之市場價值。

### **36. Legal Costs not covered by Clause 24**

### **條款36 — 條款24未承保之法律成本**

Legal costs and expenses necessarily incurred by the assured (including the costs of an opposing party where such costs are ordered to be paid by a court or tribunal, or are to be paid pursuant to the terms of any settlement concluded with the approval in writing of the Insurer and always subject to the provisions at Clause 57) in pursuing or defending claims, or in seeking to resolve disputes, on such terms as the Insurer may agree in writing, arising in respect of the following:

- 36.1 any contract for the building of the Insured Vessel(s), which has the prior approval in writing of the Insurer.
- 36.2 any contract for the purchase or sale of the Insured Vessel(s), which has the prior approval in writing of the Insurer.
- 36.3 any contract for the conversion, alteration, repair, refit, drydocking or maintenance of the Insured Vessel(s).
- 36.4 any charterparty, contract of carriage, bill of lading or contract of affreightment, to which the Assured is party in respect of the Insured Vessel(s) and disputes as to the conclusion or legal effect of any such charterparty, contract of carriage, bill of lading or contract of affreightment.
- 36.5 any contract for operational services provided to or in respect of the Insured Vessel(s), including but not limited to agency, stevedoring, towage or salvage, or harbour authority services.
- 36.6 any contract for administrative services provided to or in respect of the Insured Vessel(s) for insurance broking or ship broking services, management services or the provision of technical advice.
- 36.7 any contract in respect of goods or materials, necessaries and stores including bunkers and lubricating oil provided to the Insured Vessel(s).
- 36.8 the employment of the Crew.
- 36.9 any contract of marine insurance in respect of the Insured Vessel(s), or which the Assured contends covers the Insured Vessel(s), other than that evidenced by this policy.
- 36.10 any damage to the Insured Vessel(s), detention of the Insured Vessel(s), or the impairment of any right of the Assured in respect of the Insured Vessel(s), caused by any third party.
- 36.11 General Average contributions.
- 36.12 the presence on board the vessel(s) of stowaways, refugees or persons rescued at sea.
- 36.13 the handling, loading, stowing, lashing and discharge of cargo which is to be carried, which is carried or which has been carried on board the Insured Vessel(s).

Provided that the Assured has reasonable prospects of successfully pursuing or defending any such claim, or resolving any such dispute, through the incurring of legal costs and expenses, and provided that such costs and expenses are incurred with the prior written approval of the Insurer.

Approval by the Insurer of a contract under Clause 36.1 or 36.2 shall not connote acceptance or approval of the terms and conditions of such a contract. There shall be no cover under this Clause in respect of any claim by a Joint Assured against another Joint Assured, nor in respect of disputes between Joint Assureds.

被保險人為求償之回復或抗辯或為謀求爭議解決，於本保險人書面同意之條件下，就下列事項必要所生之法律成本及費用(包括法院或裁判命令應支付，或於適用條款57規定之情況下，依據保險人書面同意之和解條件所應支付對造之成本)：

- 36.1 本保險人事先書面同意之被保險船舶之任何建造契約。
- 36.2 本保險人事先書面同意之被保險船舶之任何買賣契約。
- 36.3 被保險船舶之任何改款、改型、修理、改裝、入塢或保養契約。
- 36.4 被保險人為當事人，有關被保險船舶之任何租船契約、運送契約、載貨證券或貨運契約，以及任何該租船契約、運送契約、載貨證券或貨運契約締結之法律效力所生之爭議。
- 36.5 提供給或有關被保險船舶作業服務之任何契約，包括但不受限於代理、碼頭作業、拖帶或救助、或港口當局服務。
- 36.6 提供給或有關被保險船舶之保險經紀或船舶仲介服務、管理服務或提供技術諮詢之類之任何行政服務契約。
- 36.7 有關貨物或物質、必需品及物料之任何契約，包括提供被保險船上之燃油及潤滑油。
- 36.8 船員雇用。
- 36.9 有關被保險船舶之任何海上保險契約，或除本保單為憑之保險外，被保險人尋求被保險船舶承保之任何海上保險契約。
- 36.10 任何第三人所致被保險船舶之任何損害、被保險船舶之滯留，或被保險人有關被保險船舶之任何權利損害。
- 36.11 共同海損分擔。
- 36.12 船上出現偷渡客、難民或於海上所救助之人員。
- 36.13 欲裝運、已裝在或曾裝運於被保險船上之貨物之搬移、裝載、堆存、繫固及卸載。

但以既使發生法律成本及費用，被保險人認為該求償之進行或抗辯或爭議解決具有成功之合理可能性為限，且以該成本及費用之發生係經保險人事先書面認可者為限。

本保險人依條款36.1及條款36.2所認可之契約不應被解為業已接受或認可該契約之條件及條款。有關聯合被保險人針對另一聯合被保險人之任何求償，或有關聯合被保險人間之爭議，本條款均不予以承保。

The following shall be taken into account in assessing the prospects of successfully pursuing or defending any such claim or resolving any such dispute:

- 36.14 the applicable law and jurisdiction.
- 36.15 the value of the claim or sum in issue or the significance of the dispute.
- 36.16 the level of the legal costs and expenses likely to be incurred.
- 36.17 the legal merit of the Assured's position.
- 36.18 any alternative means for pursuing or defending the claim or resolving the dispute.
- 36.19 the prospect of enforcement of any claim by or against the Assured.
- 36.20 the conduct of the Assured.
- 36.21 the importance of any issues that arise to the shipping community generally.

The conduct of any claim or the handling of any dispute under this Clause shall be governed by the procedure provided for at Clauses 56, 57, 58, 59 and 60 of this policy. Any dispute or disagreement between the Insurer and the Assured as to the prospects of successfully defending or pursuing any such claim, or resolving any such dispute, shall be submitted to arbitration in London in accordance with the procedure provided for under this Clause.

The arbitration shall be conducted before three arbitrators, one to be appointed by each of the parties and a third by the arbitrators so appointed. The arbitrators shall be English barristers who are not Queen's Counsel. The arbitration shall be on the basis of written submissions and supporting documentation alone and shall be subject to the provisions of the English Arbitration Act 1996 or any statutory modification or re-enactment of it for the time being in force, save as expressly provided in this Clause.

In the event that the arbitrators' award is adverse to the Assured, that award shall be final and binding on the Insurer and the Assured.

In the event that the arbitrators' award is adverse to the Insurer, the Insurer may, after the expiry of six calendar months from the date of that award, require the re-submission of any dispute or disagreement to the same arbitrators for a further reference.

The parties shall make further written submissions and the arbitrators shall make a further award. The Insurer may require the re-submission of the dispute or disagreement to the same arbitrators after the expiry of six calendar months after the date of each further award the arbitrators make. The Insurer may require the re-submission of the dispute or disagreement to the arbitrators as often as they shall deem appropriate. All other disputes shall be determined pursuant to the provisions of Clause 64.

### 37. Passenger Vessel(s)

In addition to the risks covered under Clauses 1.3, 2.3, 3.3, 4.3, 10 and 18 in respect of a Passenger, the Assured may, on such terms as the Insurer agrees in writing, be covered for:

- 37.1 liability arising under a contract of carriage for reward to

於評估任何求償之進行或抗辯或爭議解決成功與否之可能性時，下列事項應列入考量：

- 36.14 應適用之法律及管轄。
- 36.15 求償金額或爭議數額或可能發生之費用。
- 36.16 法律成本之多寡及可能發生之費用。
- 36.17 被保險人地位之法律評估。
- 36.18 求償之進行或抗辯或爭議解決之任何替代方案。
- 36.19 被保險人所為或對抗被保險人之任何求償強制執行之可能性。
- 36.20 被保險人之作為。
- 36.21 會對船運工業產生任何爭議之重要性。

本條款任何求償之進行及任何爭議之處理應依本保單條款56、57、58、59及60所規定之程序為之。本保險人與被保險人間有關任何求償之進行或抗辯或爭議解決之成功可能性之任何爭議或不同意見應依照本條款所規定之程序於倫敦交付仲裁。

仲裁應由三位仲裁人組成，當事人一造各指定一仲裁人，第三仲裁人由該二仲裁人指定之。仲裁人應為非皇家大律師之英國出庭律師。仲裁應基於書面陳述及佐證文件，且依據英國1996年仲裁法或任何法定修訂或現時有效之重新制定之規定進行之，但本條款另有明示規定者除外。

如仲裁人判斷不利於被保險人，該判斷應具最終效力並拘束本保險人及被保險人。

如仲裁判斷不利於本保險人，本保險人得於判斷之日起六個月期滿後，要求重新將任何爭議或不同意見交付同一仲裁人為進一步考量。

當事人應提出進一步的書面陳述，且仲裁人應做出再判斷。本保險人得於再判斷之日起六個月期滿後，要求重新將任何爭議或不同意見交付同一仲裁人為仲裁。本保險人亦得要求爭議或不同意見之再次仲裁交付給其認為適當之仲裁人。所有其他爭議應依條款64之規定決定之。

### 條款37 — 客輪

除條款1.3、2.3、3.3、4.3、10及條款18有關旅客之風險承保外，被保險人得依保險人書面同意之條件，為下列事項之承保：

- 37.1 因被保險船舶事故所致生對被保險

pay damages or compensation to passengers on board an insured vessel arising as a consequence of a casualty to the insured vessel, including the costs of forwarding passengers to destination or return to port of embarkation and of maintenance of passengers ashore.

船舶上之旅客應支付損害賠償或補償之運送契約所生責任，包括將旅客轉運至目的地或返回其啟航港及旅客岸上之給養費用。

#### Provided that

- 37.2 The terms of the passage ticket or other contract between the passenger and the Assured have been approved by the Insurers in writing.
- 37.3 There shall be no cover under this policy in respect of liabilities incurred as a result of the carriage of any passenger by air, except when such liability occurs during repatriation by air of injured or sick passengers, or of passengers following a casualty to the insured vessel.
- 37.4 There shall be no cover under this policy in respect of liabilities incurred when a passenger is on an excursion from the insured vessel where either:
- 37.4.1 a separate contract has been entered into by the passenger for the excursion, whether or not with the assured; or
- 37.4.2 the Assured has waived any rights of recourse against any sub-contractor or other third party in respect of the excursion.

#### 但書

- 37.2 旅客與被保險人間之客票或其他契約條款業經保險人書面批准。
- 37.3 本保險不承保經由航空運送旅客所生之責任，但該責任係發生於經由空運遣返受傷或生病旅客或被保險船舶發生事故後之旅客遣返期間者，不在此限。
- 37.4 有關旅客自被保險船舶進行旅遊活動並為下列事項所生之責任，本保單不予承保：
- 37.4.1 該旅客就該旅遊已議定一獨立契約，無論該契約是否與被保險人締結；或
- 37.4.2 被保險人放棄對任何次契約履行輔助人或有關該旅遊之其他第三人之追償權利。

Cover under this Clause is subject to the provisions at Clause 18 in respect of the personal effects of any Passenger and at Clause 78.5 of this policy.

本條款之承保應適用條款18有關任何旅客個人行李之規定及本保單條款78.5之規定。

### 38. Charterers' Liability

The Assured may, on such terms as the Insurer may agree in writing, be covered for liabilities, costs and expenses incurred as the time charterer of a chartered vessel in respect of risks covered under Clauses 1-33 of this policy, and in respect of:

- 38.1 liabilities to an owner or demise charterer or disponent owner of such chartered vessel under the terms of a charterparty concluded in respect of such chartered vessel, for loss of or damage to such chartered vessel.
- 38.2 loss of or damage to the Assured's property (other than cargo) on board such chartered vessel including, but not limited to, bunkers and lubricating oil.
- 38.3 any contribution in salvage payable by the Assured.

### 條款38 一租船人責任

依保險人書面同意之條件，得承保被保險人身為一出租船舶之定期租船人有關本保險條款1至條款33承保風險所生之責任、成本及費用，及有關下列事項：

- 38.1 有關該出租船舶所締結之租船契約約定，對船舶所有人或光船租船人或依該出租船舶之實質所有權人之責任。
- 38.2 該出租船上被保險人所屬財產(貨物除外)之毀損滅失，包括但不限於燃油及潤滑油。
- 38.3 被保險人應支付之任何海難救助分擔。

### 39. Special Operations

Where the Insured Vessel(s) is a vessel which carries out the special operations set out at 39.1 to 39.13 below, the Assured may, on such terms as the Insurer may agree in writing, also be covered in respect of liabilities, costs and expenses covered under Clauses 1 to 33 incurred by reason of the Insured Vessel(s) carrying out such special operations:

- 39.1 salvage.
- 39.2 firefighting.
- 39.3 exploration, surveying, drilling, production, and associated

### 條款39 一特殊作業

被保險船舶係從事下列條款39.1至39.13所列特殊作業，依本保險人所書面同意之條件，得承保被保險人因被保險船舶從事該特殊作業所生條款1至條款33所承保之責任、成本及費用：

- 39.1 海難救助。
- 39.2 消防。
- 39.3 探測、調查、鑽探、生產及有關

- services in respect of oil, gas or minerals.
- 39.4 oil storage.
- 39.5 underwater operations by a submarine or other submersible, commercial diving and underwater surveying.
- 39.6 construction, including pile driving, blasting, and the transport and construction of offshore installations.
- 39.7 dredging, and the removal and discharge of dredging or other spoil.
- 39.8 cable or pipeline laying or recovery, including preparatory surveying, laying or recovery operations and maintenance.
- 39.9 waste incineration or disposal.
- 39.10 pollution control.
- 39.11 search and rescue at sea.
- 39.12 research at sea.
- 39.13 leisure, accommodation and catering services on board a permanently moored vessel.

Save as specifically agreed by the Insurer in writing there shall be no cover under this policy for liabilities, costs and expenses arising from or in connection with such special operations performed by the Insured Vessel(s).

#### 40. War Risks

The Assured may, on such terms as the Insurer may agree in writing, be covered for liabilities, costs and expenses caused by:

- 40.1 war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or for any hostile act by or against a belligerent power or any act of terrorism.
- 40.2 capture, seizure, arrest, restraint or detention (barratry and piracy excepted) and the consequences thereof or any attempt thereat.
- 40.3 Mines, torpedoes, bombs or other weapons of war.

provided such liabilities, costs and expenses are not covered under the terms of any other insurance in respect of the Insured Vessel(s) or the Assured. This Clause shall only cover such liabilities, costs and expenses insofar as they exceed amounts recoverable under any such other insurance including but not limited to the Insured Vessel(s)'s Hull and Machinery insurance and insurance in respect of Crew or war risks.

Cover under this Clause shall be subject to the following:

- 40.4 **Cancellation:** The Insurers may, on giving 7 days notice in writing:
- 40.4.1 Cancel the cover provided under this Clause, or
- 40.4.2 vary or restrict the terms on which cover under this Clause is provided.
- 40.5 **Automatic Termination:** Cover under this Clause shall cease automatically without notice:
- 40.5.1 on the outbreak of war, whether declared or not, between any of the following: the United Kingdom, The United State of America, the People's Republic of China, France or the Russian Federation.

- 油、天然氣或礦產之相關作業。
- 39.4 儲油。
- 39.5 潛水艇之水下作業或其他潛航、商業潛水及水下檢驗。
- 39.6 建造，包括打基樁、爆破及離岸設施之運送及建造。
- 39.7 疏浚挖泥，及挖泥或其他廢土之移除及卸載。
- 39.8 電纜或管道安置或回收，包括預備性檢驗、安置或回收作業及保養。
- 39.9 廢物焚化或處置。
- 39.10 污染控制。
- 39.11 海上搜尋及救護。
- 39.12 海上科學研究。
- 39.13 於一永久下錨之船上提供休閒、膳宿服務。

但除本保險人另有書面特別同意外，本保單不承保被保險船舶因進行該特別作業所致生或有關之任何責任、成本及費用。

#### 條款40 — 戰爭風險

得以本保險人書面同意之條件，承保被保險人下列事項所致生之責任、成本及費用：

- 40.1 戰爭、內戰、革命、叛亂、暴動或因此發生之內亂、交戰國之敵對行為或對交戰國之敵對行為或恐怖份子之任何行為。
- 40.2 捕獲、扣押、假扣押、拘禁或拘留(詐欺或海盜行為除外)及其後果或任何企圖威脅
- 40.3 地雷、魚雷、炸彈或其他類似之戰爭武器。

但該責任、成本及費用未為被保險船舶之任何其他保險所承保者為限。本條款僅承保超過任何其他保險，包括但不限於被保險船舶之船體及機器保險及有關船員或戰爭風險之保險可得求償之數額以外之責任、成本及費用。

本條款之承保應適用下列事項：

- 40.4 **解約條款：**本保險人得以7日書面通知：
- 40.4.1 取消本條款所提供之承保，或
- 40.4.2 變更或限制本條款所提供承保之條件。
- 40.5 **自動終止：**本條款之承保於下列情況發生時，不待通知，自動終止：
- 40.5.1 於下列二國間爆發戰爭，無論宣戰與否：英國、美國、中國、法國或蘇聯。

- 40.5.2 the requisitioning for any purpose of any Insured Vessel(s) covered under this policy
- 40.5.3 the hostile detonation by any party anywhere, of a weapon of war employing atomic or nuclear fission and/or fusion or other similar reaction or radioactive force or matter.
- 40.6 **Five Powers War:** There shall be no cover under this policy for any loss, damage, liability or expenses arising from or in connection with:
- 40.6.1 the outbreak of war whether declared or not, between any of the following: the United Kingdom, the United States of America, the People's Republic of China, France or the Russian Federation.
- 40.6.2 the requisition for any purpose of any Insured Vessel(s) covered under this policy.
- 40.7 **Chemical, Biological, Bio-chemical, Electromagnetic Weapons and Cyber Attack Risks:** Cover under this Clause is subject always to Clauses 76 and 81 of this policy.
- 40.8 **Pre-attachment Events:** There shall be no cover under this Clause if an event which would give rise to cover ceasing automatically without notice under Clause 40.5 occurs after the agreement of the Insurers in writing has been provided to the Assured, but before the date and time for the attachment of the cover so agreed.
- 40.5.2 本保單所承保之任何被保險船舶被徵用。
- 40.5.3 任何運用原子或核子分裂及或融合或其他類似反應或放射力或物質之戰爭武器，而於任何地點由任何人所為之敵對性爆炸。
- 40.6 **五強戰爭：**因下列所致或有關之任何損失、損害、責任或費用，本保單不予承保：
- 40.6.1 於下列二國間爆發戰爭，無論宣戰與否：英國、美國、中國、法國或蘇聯。
- 40.6.2 本保單所承保之任何被保險船舶被徵用。
- 40.7 **化學、生物、生化、電磁武器及電腦攻擊風險：**本條款之承保應適用本保單條款76至條款81。
- 40.8 **起保前之事故：**如於保險人書面同意提供被保險人承保後，但於所同意承保之起保日之前，發生條款40.5無須通知自動終止承保之事故，本條款不予承保。

## SECTION B - GENERAL CONDITIONS

## 第B部分 一般條款

### 41. Insured Value

### 條款41 一保險價值

The Insured Vessel(s) shall be, throughout the policy period, deemed to be insured in respect of Hull and Machinery on terms which afford the Assured protection equivalent to or better than that provided under Lloyd's Marine Policy MAR (1.1.82 Edition) with the Institute Time Clauses 1.10.83 or, in the case of fishing vessel(s) only, Institute Fishing Vessel Clauses 20.7.87 attached, for an insured value equivalent to or higher than the market value of the Insured Vessel(s) from time to time. Such market value shall be assessed on the basis that the Insured Vessel(s) is available for sale, free of commitment from a willing Seller at the date of the event giving rise to a claim under this policy. Any dispute or disagreement between the Assured and the Insurer as to such market value shall in the first instance be submitted to the Board and/or Arbitration in accordance with Clause 64.

被保險船舶應於整個保險期間被視為業已投保等同於或高於依勞氏海上保單MAR格式(1/1/82)附加1/10/83協會船體定時保單條款之船體保單，或如為漁船，則附加20/7/87協會漁船條款所規定之船體及機器保險條款可得給予被保險人之保障，且其保險金額等於或高於被保險船舶市場價值。該市場價值係指被保險船舶發生本保單求償事故發生當日，從一不受拘束之有意出售之賣方為基準，可得估算之出售價值。被保險人及保險人間有關該市場價值之任何爭議或異議，應依條款64先提交給董事會及或交付仲裁。

### 42. Classification

### 條款42 一船級

The Assured warrants that the Insured Vessel(s) is at the time of inception of this policy classed with a classification society approved by the Insurer, and shall remain so classed throughout

被保險人擔保被保險人船舶於本保單起保當時應入級於一本保險人所認可之船級協會，且於整個保單期間維持其入

the policy period. The Assured further warrants that it shall:

- 42.1 comply with the rules of that classification society, and comply with any recommendation or requirement issued by it in accordance with those rules within any period or by any date stated by that classification society for compliance.
- 42.2 notify and secure the Insurer's approval in writing of any intended change of classification society in respect of the Insured Vessel(s), stating in full all outstanding requirements, recommendations and restrictions to which the Insured Vessel(s) is subject.
- 42.3 notify the classification society as soon as practicable of any event or circumstance which may affect the Insured Vessel(s)'s class, including but not limited to any event or circumstance which might cause the classification society to impose a requirement or make a recommendation under its Rules.

It is a condition precedent to liability under this policy that the Assured:

- 42.4 disclose to the Insurer all information and documents that they may require relating to the class of the vessel, including but not limited to information and documents relating to any requirements or recommendations imposed, any special survey or drydocking of the Insured Vessel(s), and the granting of any extensions by the classification society under its Rules.
- 42.5 authorise a nominated representative of the Insurer to inspect and copy the Insured Vessel(s)'s class records and be provided with any other information or documents that the classification society may hold.

In the event of a failure by the Assured to comply with any warranty provided for under this Clause in respect of the Insured Vessel(s), the remedies provided for under the Marine Insurance Act 1906 shall apply and, in addition, the Insurer may:

- 42.6 cancel the cover provided under this policy in respect of the Insured Vessel(s) by notice in writing to the Assured. Such cancellation shall take effect from the date of such notice, or
- 42.7 vary or restrict the terms on which cover under this policy is provided.

### 43. Flag State

The Assured warrants that the Insured Vessel(s) complies at the time of inception of this policy with all requirements of the Insured Vessel(s)'s flag state including those relating to:

- 43.1 the construction, condition, manning and equipping of the Insured Vessel(s).
- 43.2 the maintenance of valid statutory certificates issued by or on behalf of the Insured Vessel(s)'s flag state.

It is a condition precedent to liability under this policy that the Insured Vessel(s) has complied with such requirements throughout the policy period including the implementation and maintenance of any vessel(s) or office systems in accordance with Flag State requirements.

In the event of a failure by the Assured to comply with any warranty provided for under this Clause in respect of the Insured Vessel(s), the remedies provided for under the Marine Insurance

級。被保險人更擔保其應：

- 42.1 遵守該船級協會之規章，並遵守該船級協會依該規章所簽發應於任何期間或任何日期履行之任何建議或要求。
- 42.2 被保險船舶欲更換船級協會時，應將與該被保險船舶有關之所有未簽結的要求、建議及限制全數通知並確使獲得保險人之書面同意。
- 42.3 對於可能會影響被保險船舶船級之任何事件或狀況，應儘可能地儘速通知船級協會，包括但不限於任何可能會造成船級協會依其規章做出要求或建議之事件或狀況。

被保險人為下列事項為本保單責任之先決條件：

- 42.4 將可能要求之有關船舶船級之所有資料及文件，主動告知保險人，包括但不限於有關船級協會依其規章所做出之任何要求或建議、被保險船舶任何特別檢驗或乾塢檢驗、及期限延長等之資料或文件。
- 42.5 授權保險人之名義代表人得以檢查並影印被保險船舶之船級紀錄，並提供其船級協會可能擁有之其他任何資料或文件。

如被保險人未符合任何本條款所規定有關被保險船舶之擔保，除應適用1906年英國海上保險法所規定之救濟外，本保險人亦得：

- 42.6 以書面通知被保險人，取消該被保險船舶於本保單所提供之承保。該取消應自前述通知日生效，或
- 42.7 變更或限制本保單所提供之承保條件。

### 條款43 — 船旗國

被保險人擔保被保險人船舶於本保單起保當時應符合船旗國之所有要求，包括下列：

- 43.1 被保險船舶之建造、船況、船員及設備。
- 43.2 維持被保險船舶之船旗國或代表該船旗國所簽發之有效法定證書。

被保險船舶於整個保險期間遵守前述要求為本保單責任之先決條件，包括符合及維持船旗國要求之任何船舶或事務系統。

如被保險人未符合任何本條款所規定有關被保險船舶之擔保，除應適用1906年英國海上保險法所規定之救濟外，本保

- Act 1906 shall apply and, in addition, the Insurer may:
- 43.3 cancel cover provided under this policy by notice in writing to the Assured. Such cancellation shall take effect from the date of such notice, or
- 43.4 vary or restrict the terms on which cover under this policy is provided.

#### 44. Survey by Insurer

The Assured shall permit the inspection of the Insured Vessel(s) by a surveyor or surveyors appointed on behalf of the Insurer:

- 44.1 prior to inception of this policy, or
- 44.2 at any time and as often as required by the Insurer during the policy period
- and will co-operate fully in the performance of such an inspection. The Assured warrants that it shall comply with all recommendations or requirements made by the Insurer following the inspection within the period required for compliance.

In the event of the Insured Vessel(s) being laid up for a continuous period of 180 or more days the Assured shall notify the Insurer in writing at least 7 days prior to the recommissioning of the Insured Vessel(s) in order for the Insurer to have an opportunity to commission an inspection of the Insured Vessel(s) pursuant to this Clause.

It is a condition precedent to liability under this policy that the Assured has complied with the requirements of this Clause.

In the event of a failure by the Assured to comply with any warranty provided for under this Clause in respect of the Insured Vessel(s), the remedies provided for under the Marine Insurance Act 1906 shall apply and, in addition, the Insurer may:

- 44.3 cancel cover provided under this policy by notice in writing to the Assured. Such cancellation shall take effect from the date of such notice, or
- 44.4 vary or restrict the terms on which cover under this policy is provided.

#### 45. ISM Code

If the Insured Vessel(s) is required to comply with the International Safety Management Code by the International Maritime Organisation the Assured warrants:

- 45.1 that the Insured Vessel(s) has a valid Safety Management Certificate.
- 45.2 that the Assured, Owner or Manager of the Insured Vessel(s) has a valid Document of Compliance.
- 45.3 that the Assured, Owner or Manager of the Insured Vessel(s) has implemented and continues to maintain and operate a Safety Management System in accordance with the International Safety Management Code

in accordance with the requirements of the said Code, and that they shall be maintained in accordance with such requirements throughout the policy period.

The Assured further warrants that it shall notify the Insurer in writing forthwith on the suspension or withdrawal of the said Safety Management Certificate or Document of Compliance.

It is a condition precedent to liability under this policy that the Assured has complied with the requirements of this Clause.

險人亦得：

- 43.3 以書面通知被保險人，取消該被保險船舶於本保單所提供之承保。該取消應自前述通知日生效，或
- 43.4 變更或限制本保單所提供之承保條件。

#### 條款44 — 保險人之檢驗

被保險人應允許保險人所指派之公證人於下列時期針對被保險船舶進行檢查：

- 44.1 本保險開始起保前，或
- 44.2 於保險期間內，保險人認為需要之任何時間

且於檢查時應完全合作。被保險人擔保其會遵守保險人於檢查後所提出為符合要求期間之所有建議及要求。

如被保險船舶連續停航達180天以上，於該被保險船舶重新服役至少7日前，被保險人應書面通知保險人，以使保險人有機會依本條款規定針對該被保險船舶進行檢查。

被保險人遵守本條款要求為本保險責任之先決條件。

如被保險人未符合任何本條款所規定有關被保險船舶之擔保，除應適用1906年英國海上保險法所規定之救濟外，本保險人亦得：

- 44.3 以書面通知被保險人，取消該被保險船舶於本保單所提供之承保。該取消應自前述通知日生效，或
- 44.4 變更或限制本保單所提供之承保條件。

#### 條款45 — 國際安全管理章程

如被保險船舶被要求遵守國際海事組織之國際安全管理章程時，被保險人擔保：

- 45.1 被保險船舶應具有一有效的安全管理證書。
- 45.2 被保險人、被保險船舶之所有人或經理人具有一有效的履約證書。
- 45.3 被保險人、被保險船舶之所有人或經理人具有實施且持續維持及執行依據國際安全管理章程所規定之安全管理系統。

依據前述章程之要求，且其應於整個保單期間依該要求並予以保持。

被保險人更擔保，於前述安全管理證書或履約文件有任何中止或撤銷時，其會書面通知本保險人。

被保險人遵守本條款要求為本保險責任之先決條件。



In the event of a failure by the Assured to comply with any warranty provided for under this Clause in respect of the Insured Vessel(s), the remedies provided for under the Marine Insurance Act 1906 shall apply and, in addition, the Insurer may:

- 45.4 cancel cover provided under this policy by notice in writing to the Assured. Such cancellation shall take effect from the date of such notice, or
- 45.5 vary or restrict the terms on which cover under this policy is provided.

## 46. Mitigation and Sue and Labour

The Assured shall, on the occurrence of an event likely to give rise to a claim under this policy, take all reasonable steps to avert or minimise any liabilities, costs and expenses which might be covered under this policy.

## 47. Assignment

Neither this policy, nor any interest under this policy, may be assigned by the Assured, unless the Insurer in their absolute discretion consent in writing to such an assignment and on such terms as the Insurer shall impose.

## 48. Set Off

The Insurer shall be entitled to set off any sum due from the Assured against any sum due to the Assured under this policy in respect of any Insured Vessel(s). The Assured shall not be entitled to set off any amount payable by the Insurer against any sum due from the Assured under this policy.

## 49. Termination of Insurance

This policy of insurance shall terminate automatically without notice in the following circumstances:

- 49.1 the Assured, being an individual:
  - 49.1.1 14 days after he dies.
  - 49.1.2 he becomes bankrupt.
  - 49.1.3 he is the subject of a receiving order or of a scheme of arrangement or composition with his creditors.
  - 49.1.4 ceases to be able to manage his business by reason of mental illness or incapacity.
- 49.2 the Assured, being a corporation:
  - 49.2.1 it is the subject of a compulsory winding up order or resolution for its voluntary winding up.
  - 49.2.2 it is dissolved.
  - 49.2.3 it is the subject of the appointment of a receiver, administrator or manager or analogous person in respect of all or part of its business.
  - 49.2.4 it initiates any proceedings to achieve legal protection from its creditors.

如被保險人未符合任何本條款所規定有關被保險船舶之擔保，除應適用1906年英國海上保險法所規定之救濟外，本保險人亦得：

- 45.4 以書面通知被保險人，取消該被保險船舶於本保單所提供之承保。該取消應自前述通知日生效，或
- 45.5 變更或限制本保單所提供之承保條件。

## 條款46 — 減輕損失及損害防阻

於發生可能造成本保險之任何求償事故時，被保險人應採取所有合理措施以避或減輕依本保險所承保之任何責任、成本及費用。

## 條款47 — 轉讓

被保險人不得將本保險或本保險之任何權益予以轉讓他人，但本保險人依其絕對裁量另有書面同意該轉讓並依本保險人所課以之條件者除外。

## 條款48 — 抵銷

本保險下之任何被保險船舶，本保險人有權將被保險人應支付之款項與應支付給被保險人之款項互相抵銷。但被保險人無權將被保險人應支付之款項與應支付給被保險人之款項互相抵銷。

## 條款49 — 保險終止

於下列情況發生時，本保險保單不待通知，即行自動終止：

- 49.1 被保險人為個人時：
  - 49.1.1 其死亡後14天。
  - 49.1.2 其破產。
  - 49.1.3 成為一財產接管令或與其債權人為某了結債務安排或協議機制下之主體。
  - 49.1.4 因精神疾病或失能而無法管理其事務。
- 49.2 被保險人為一公司：
  - 49.2.1 為一強制清算令或自願清算決議之主體。
  - 49.2.2 被解散。
  - 49.2.3 對其全部或一部之營業指定破產接管人、管理人或經理人或類似人員時。
  - 49.2.4 其債權人為獲得法律保障所採取之任何程序。

The Assured (or in the case of an individual Assured who dies, his personal representative) shall notify the Insurer in writing forthwith on the occurrence of an event referred to in this Clause.

#### 49.3 Termination of Insurance by notice:

The insurer may, at any time and without giving reasons, terminate the Insurance of an Insured Vessel(s) by not less than 14 days written notice of termination, effective from the expiry thereof.

### 50. Termination of Cover in respect of an Insured Vessel(s)

Cover in respect of an Insured Vessel(s) shall cease without notice on the occurrence of any of the following:

- 50.1 sale of the Insured Vessel(s).
- 50.2 divestment or assignment by the Assured of part or all of his interest in the Insured Vessel(s).
- 50.3 change of manager or flag state in respect of the Insured Vessel(s).
- 50.4 mortgage or hypothecation of the Insured Vessel(s).
- 50.5 relinquishing of possession or control of the Insured Vessel(s) by the Assured or foreclosure by a mortgagee bank in respect of the Insured Vessel(s).
- 50.6 total loss of the Insured Vessel(s) whether
  - 50.6.1 actual.
  - 50.6.2 constructive, on tender by the Assured of notice of abandonment to the Insured Vessel(s)'s Hull and Machinery Insurer(s).
  - 50.6.3 compromised or agreed with the Insured Vessel(s)'s Hull and Machinery Insurer(s).
  - 50.6.4 in circumstances where the Insurer concludes that the Insured Vessel(s) is a total loss and notifies the Assured in writing accordingly.
- 50.7 the Insured Vessel(s) cannot be located or contacted for a consecutive period of ten days unless the Insurer agrees in writing to maintain or reinstate cover in respect of the Insured Vessel(s), on the same or on varied or restricted terms.

The Assured shall notify the Insurer in writing forthwith on the occurrence of a circumstance or event referred to in this Clause. Where cover ceases pursuant to this Clause the Insurer shall be liable only in respect of any claim arising prior to the time when cover ceases, except that, where cover ceases by virtue of Clause 50.6, the Insurer shall also be liable in respect of any claims which arise directly by reason of the casualty giving rise to the Insured Vessel(s) becoming a total loss.

### 51. Premium

Premium payable in respect of this policy shall be paid on such terms as the Insurer shall agree in writing. In the event of failure by the Assured to pay premium or any installment of premium due under the said terms or any other sum or sums debited by the Insurers, the Insurer may:

於本條款所述及之任一情況發生時，被保險人(或如其為個人被保險人而死亡時，則為其代理人)應書面通知本保險人。

#### 49.3 經通知而終止保險：

保險人得於任何時間且無須具理由地，以不短於14天之書面終止通知，終止某被保險船舶之保險，並自該通知之屆滿日生效。

### 條款50 — 有關被保險船舶之承保終止

於發生下列事項時，被保險船舶之承保不待通知，即行終止：

- 50.1 被保險船舶出售。
- 50.2 被保險人將其對於被保險船舶權益之一部或全部予以出售或轉讓。
- 50.3 被保險船舶變更其經理人或船旗國。
- 50.4 被保險船舶抵押。
- 50.5 被保險人將被保險船舶之所有權或控制權予以轉讓或被保險船舶抵押權銀行予以流當。
- 50.6 被保險船舶為下列情況之全損：
  - 50.6.1 實際全損。
  - 50.6.2 被保險人遞交委付通知給被保險船舶之船體及機器保險人之推定全損。
  - 50.6.3 協議全損或與被保險船舶之船體及機器保險人達成協議。
  - 50.6.4 本保險人認定被保險船舶為全損，且書面通知被保險人之情況。
- 50.7 不知被保險船舶所在或無法聯繫超過連續10天。但本保險人書面同意被保險船舶以相同或修訂或限制條件為繼續或重新承保者除外。

本條款所述情況或事件發生時，被保險人應即書面通知保險人。依本條款規定而停止承保時，保險人僅負責承保停止以前所發生之任何求償，但承保之停止為條款 50.6 所致時，保險人僅負責造成被保險船舶全損之事故直接所生之任何求償。

### 條款51 — 保費

本保單應支付之保費，應依本保險人書面所同意之條件支付之。被保險人未依前述約定條件下到期保費或分期保費時或積欠本保險人之任何其他款項或數款項時，保險人得：

- 51.1 cancel this policy giving a minimum notice period of 7 days.
- 51.2 vary or restrict the terms on which cover under this policy is provided.
- In the event of the cancellation of this policy by the Insurer under this Clause, the Insurer shall not be liable in respect of any claim whatsoever, whether arising before or after such cancellation.
- The Insurer shall be entitled to interest at a rate of 2% over the LIBOR rate for any premium or part of the premium which is due and unpaid.
- Where the Assured has paid the premium due under this policy and:
- 51.3 termination of the policy takes effect pursuant to Clause 49, premium under the policy shall be returned to the Assured on a pro rata per day basis.
- 51.4 termination of cover in respect of an Insured Vessel(s) takes effect pursuant to Clause 50, premium paid in respect of that Insured Vessel shall be returned to the Assured on a pro rata per day basis.
- 51.5 If any Insured Vessel(s) shall be laid up in a safe port, without employment, with no crew on board (save the minimum number remaining for the vessel(s)'s maintenance and security), and no cargo on board, for a period of 30 or more consecutive days after finally mooring there (such period being computed from the day of arrival to the day of departure, only one being included), and for each completed 30 day period thereafter, the Assured shall be entitled to a return of 70% of the premium attributable on a pro rata basis to the period during which such vessel(s) was laid up and unemployed provided that the Insurer is notified in writing within 6 months of the end of either such lay up period or the policy period, whichever the earlier.
- 51.5.1 Any vessel(s) laid up but under repair shall be entitled to only 50% return, subject otherwise to all other terms of this Clause.
- 51.6 The right to receive a return of premium from the Insurer shall not apply if the Insured Vessel(s) is a total loss as defined in Clause 50.6 during the relevant insurance period, where the Insurer will be entitled to receive full annual premium.
- 51.1 以不短於7天通知取消本保單。
- 51.2 修改或限制本保單所提供之承保條件。
- 保險人依本條款規定取消本保單時，保險人即無須負責無論是該取消日之前或之後發生之任何求償。
- 對於到期未支付之任何保費或保費之一部份，保險人有權收取以倫敦銀行同業拆息利率加上2%之利息。
- 被保險人業已支付本保單到期保費且：
- 51.3 依條款49終止本保單者，本保單保費應按日比例退還給被保險人。
- 51.4 依條款50終止某被保險船舶之承保者，有關該被保險船舶已支付之保費，應按日比例退還給被保險人。
- 51.5 如任何被保險船舶停航於某安全港且未被租用，無船員在船者(然為維持船舶保養及安全之最低人員除外)，亦無貨物在船，自最後下錨日起超過連續30天(該期間應自到達日至離開日計算之，僅算一日)，就任一完整的30天期間。被保險人有權請求該船舶停航及未租用期間應計保費之70%之保費退還，然以停航結束或保險期間終了日6個月內(以較早日期為準)書面通知保險人者為限。
- 51.5.1 任何船舶停航但進行修理者，於適用本條款所有其他條件之情況下，僅有權請求50%之保費退還。
- 51.6 得向本保險人請求保費退還之權利不應適用於相關保險期間被保險船舶為條款50.6所定義之全損，對此情況，保險人有權收取年度保費之全額。

## 52. Waiver

No representation, act or omission, conduct or forbearance by the Insurer nor any agreement or acquiescence to the conduct of the Assured, shall amount to a waiver of any right of the Insurer under this policy, nor shall it give rise to an estoppel in respect of any such right unless expressed in writing and addressed by the Insurer to the Assured.

## 條款52 一棄權

除本保險人有明確書面說明並通知被保險人外，本保險人之任何說明、作為或不作為、行為或權利執行延緩、或對被保險人作為之任何同意或默認，均不構成是本保險人於本保單下任何權利之放棄，抑或構成對該任何權利之禁反言。

## 53. Joint Assureds and Co-Assureds

Joint Assureds and/or Co-Assureds shall not be covered in

## 條款53 一聯合被保險人及共同被保險人

不承保聯合被保險人及或共同被保險人

respect of any claims or liabilities between such Joint Assureds and/or Co-Assureds.

Such Joint Assureds and Co-Assureds shall:

- 53.1 be bound by the default of any one of the said Joint Assureds or Co-Assureds in failing to disclose or misrepresenting material information to the Insurer.
- 53.2 be bound by the conduct of any one of the said Joint Assureds or Co-Assureds which would give rise to:
- 53.2.1 the termination of this policy.
  - 53.2.2 the termination of cover in respect of an Insured Vessel(s).
  - 53.2.3 the cancellation by the Insurer of cover provided under this Policy.
  - 53.2.4 the variation or restriction by the Insurer of the terms on which cover under this policy is provided.
- 53.3 be deemed to have received any notice or communication sent by the Insurer to any one of the said Joint Assureds or Co-Assureds or the Assured.
- 53.4 be deemed to have sent any notice or communication sent by any one of the said Joint Assureds or Co-Assureds to the Insurer.

Joint Assureds shall be jointly and severally liable to pay premium due under this policy.

The deductibles and limits provided for in this policy shall apply to any claim by any one of such Joint Assureds or Co-Assureds, as if the Joint Assureds or Co-Assureds were a single Assured. Receipt by any Joint Assured or Co-Assured of any sum payable by the Insurer shall be deemed to be receipt on behalf of all the Joint Assureds and Co-Assureds, and shall discharge the Insurer of their liability for any claim in respect of which such payment is made.

## 54. Common Ownership

Where the Assured is also the owner or part owner of:

- 54.1 a vessel or craft with which the Insured Vessel(s) is in collision giving rise to a claim under Clause 13.
- 54.2 a vessel or craft which the Insured Vessel(s) damages other than by collision giving rise to a claim under Clause 14.
- 54.3 property or an object which the Insured Vessel(s) damages giving rise to a claim under Clause 15.
- 54.4 cargo on board a vessel with which the Insured Vessel(s) is in collision giving rise to a claim under Clause 13.

the Assured shall be covered under this policy as if the said vessel, craft, property, object or cargo belonged to a third party.

## 55. Notices

Any notice:

- 55.1 by the Assured to the Insurer shall be sent to:  
Merchant Marine Managers Limited  
\*\*\*\* \*  
Telephone: \*\*\*\* \*  
\*\*\*\* \*

有關聯合被保險人及或共同被保險人間之任何求償或責任。

該聯合被保險人及共同被保險人應：

- 53.1 受到前述任一聯合被保險人或共同被保險人未將重要事項告知本保險人或為不實說明之效力拘束。
- 53.2 受到前述任一聯合被保險人或共同被保險人下列任一事項之拘束：
- 53.2.1 本保單之終止。
  - 53.2.2 有關任一被保險船舶之承保終止。
  - 53.2.3 本保險人取消本保單所提供承保。
  - 53.2.4 本保險人修改或限制本保單所提供之承保條件。
- 53.3 視為業已接獲任何由被保險人寄送給任一聯合被保險人或共同被保險人或被保險人之通知或通訊。
- 53.4 任一聯合被保險人或共同被保險人寄送給保險人之任何通知或通訊，視為業已寄送。

聯合被保險人對本保單到期應支付之保費，負連帶支付責任。

本保單所規定之自負額及限額應適用於任一聯合被保險人或共同被保險人所提出之求償，就如同該聯合被保險人或共同被保險人為單一被保險人般。任一聯合被保險人或共同被保險人收到本保險人所支付之任何款項，應視為其已代表所有聯合被保險人及共同被保險人收到該款項，且應解除本保險人有關該款項支付相關求償之責任。

## 條款54 — 共同所有權人

被保險人同為下列船舶之所有人或共有人時：

- 54.1 造成條款13碰撞求償，與被保險船舶碰撞之船舶或航具。
- 54.2 造成條款14被保險船舶所致碰撞以外之損害之船舶或航具。
- 54.3 造成條款15被保險船舶所致損害之財產或物件。
- 54.4 造成條款13被保險船舶碰撞所致船上貨物之損害。

被保險人依本保單所獲得之承保就如同該船舶、航具、財產、物件或貨物屬於第三人般、

## 條款55 — 通知

任何通知：

- 55.1 被保險人給保險人之通知應寄：  
海商人管理股份有限公司  
Merchant Marine Managers Limited  
地址：\*\*\*\* \*  
\*\*\*\* \*

Fax: \*\*\*\* \*  
E-mail address: \*\*\*@\*\*\*\*

電話：\*\*\*\* \*  
傳真：\*\*\*\* \*  
電子郵件地址：\*\*\*@\*\*\*\*

Or to such other address or by such other means of communication as the Insurer shall notify to the Assured from time to time:

或以本保險人現時通知被保險人之其他位址或其他通訊方式：

55.2 by the Insurer to the Assured shall be sent to the address, facsimile number or e-mail address shown after the Assured's name on the first page of this policy. Proceedings issued by the Insurer against the Assured shall be deemed to have been duly served if delivered to such address.

55.2 本保險人給被保險人應寄送本保單首頁被保險人姓名之後所顯示之地址、傳真號碼或電子郵件號碼。本保險人針對被保險人之所提出之訴訟程序，一旦送抵該地址，即視同適當送達。

## 56. Claims Notification and Provision of Information

## 條款56 — 求償通知及資料提供

It is a condition precedent to liability of the Insurer under this policy that the Assured shall:

被保險人為下列事項為本保險人於本保單責任之先決條件：

56.1 notify the Insurer in writing as soon as reasonably practicable of any event which may give rise to a claim under this policy.

56.1 於造成本保單求償之任何事件發生後，應合理儘速地書面通知本保險人。

56.2 notify the Insurer in writing forthwith of any legal or other proceedings brought against the Assured or in respect of the Insured Vessel(s).

56.2 針對被保險人或有關被保險船舶所提出之任何法律或其他訴訟程序，立刻書面通知本保險人。

56.3 provide to the Insurer or to any party nominated by the Insurer as soon as reasonably practicable all material, including documents, photographs or reports in the possession of the Assured or its agents, and any information known to the Assured or its agents, relating to any event which may give rise to a claim under this policy, and continue to keep the Insurer advised of all material developments in respect of such an event or claim.

56.3 應儘速合理地將所有資料，包括被保險人或其代理人所持有之文件、照片或報告，以及被保險人或其代理人所知曉，有關會造成本保單求償之任何事件之任何資訊，提供給本保險人或本保險人所指定之任何人，並有關該事件或求償之所有後續重要發展，持續告知本保險人。

56.4 notify the Insurer as soon as practicable of any opportunity to obtain information, relating to an event which may give rise to a claim under this policy, including but not limited to an opportunity to conduct medical examinations, surveys in respect of any cargo, vessel(s) or any other object.

56.4 有關會造成本保單求償之任何事件之取得資訊之任何機會，包括但不限於進行醫療檢查、有關任何貨物、船舶或任何其他物件之查驗等機會，儘速合理地通知本保險人。

56.5 give full co-operation to the Insurer in any investigation conducted by or on behalf of the Insurer into any event which may give rise to a claim under this policy.

56.5 對於本保險人或其代理人針對造成本保單求償之任何事件進行任何調查時，與本保險人充分合作。

56.6 not make any admission of liability, responsibility or blame to any third party in respect of any event which may give rise to a claim under this policy.

56.6 有關會造成本保單求償之任何事件，對於任何第三人為責任義務或歸責之承認。

## 57. Claims Handling

## 條款57 — 求償處理

The Insurer shall be entitled on such terms as they may require to assume control of the conduct of any claim, legal proceedings, arbitration or participation by the Assured in any inquiry or investigation, in respect of any event or matter which may give rise to a claim under this policy.

有關會造成本保單求償之任何事件，本保險人有權以其認為需要之方式，為任何求償作為、法律程序、仲裁或被保險人於任何官方調查或調查參與之控管。

The Insurer may direct the Assured to take any step in connection with the conduct of such a claim, legal proceedings, arbitration, inquiry or investigation, including the conclusion of a settlement or compromise agreement.

有關該求償作為、法律程序、仲裁、官方調查或調查，包括和解及妥協，本保險人得要求被保險人採取任何措施。

In the event of a failure by the Assured to act as directed by the Insurer, any claim under this policy shall be limited to the amount of the claim which would have been recoverable had the Assured acted as directed by the Insurer.

## 58. Assistance in Handling Claims

The Insurer may, subject to the terms of this policy, appoint on behalf of the Assured any person to assist in or advise on the conduct of any investigation, claim or legal or other proceedings, in respect of any event that may give rise to a claim under this policy.

Any person so appointed, or appointed by the Assured with the Insurer's consent, will act for and on the instructions of the Assured as principal, but shall, without reference to the Assured, disclose all material, documents or information relating to such investigation, claim or legal or other proceedings to the Insurer, as if the Insurer were his principals.

## 59. The Provision of Security

The Insurer is under no obligation, but may, provided all sums due to the Insurer from the Assured are paid and otherwise on such terms as the Insurer shall agree, provide security in respect of any claim against the Assured by any party in respect of the risks referred to at Section A. The Insurer shall not provide security in respect of Clause 36, except by way of security provided to an opponent party for the costs of the Assured ordered to be provided by a Court or Tribunal, or pursuant to the terms of an agreement with such opponent party as the Insurer may agree in writing. The Assured shall indemnify the Insurer for the costs of, or liability incurred to any Third Party under the security so provided, save to the extent that such costs or liability are recoverable under this policy.

## 60. Recoveries and Subrogation

Where the Insurer has made a payment to or on behalf of the Assured in respect of a claim under this policy, and the Assured, or any person on the Assured's behalf, obtains the recovery or reimbursement of any sum representing all or part of the liability, loss, cost or expense which was the subject of the claim so paid, such sum shall be applied in favour of the Insurer and the Assured in the proportions of their respective contributions to such payment.

The Insurer shall be subrogated to all rights which the Assured may have against any third party in respect of any payment made under the policy, to the extent of such payment, and the Assured shall, at the request on the Insurer, execute forthwith any document required by the Insurer for the purpose of the exercising of such rights.

## 61. Crew Contracts

如被保險人未依本保險人之指示而為，本保單之任何求償應限制在如被保險人依本保險人指示而為時，可得求償之數額。

## 條款58 — 處理求償之協助

本保險人得依本保單之規定，指派任何人代表被保險人，以協助進行或提供任何會造成本保單求償之任何事件之調查、求償或法律或其他程序之諮詢。

所指派之任何人或經本保險人同意而為被保險人所指派之人，應以受被保險人為本人之指示般，代表被保險人為作為，但應在無須述及被保險人之情況下，將所有有關該調查、求償或法律或其他程序之資料、文件或訊息提供給本保險人，就如同本保險人為本人般。

## 條款59 — 提供擔保

本保險人無義務，但得提供被保險人已經支付給本保險人所有數額，並以本保險人所同意之條件，對第三人向被保險人所提出有關第 A 部分所述風險之求償，提供擔保。本保險人不提供條款 36 之擔保，但提供給對造之被保險人訴訟成本擔保係為法院或裁判機關所命令，或依照本保險人書面同意與對造間之協議條件所生者除外。就所提供第三人之擔保所生之成本或責任，除該成本或責任依本保單可得求償之範圍外，被保險人應補償本保險人。

## 條款60 — 追償及保險代位

於本保險人業已支付或代表被保險人支付本保單之求償時，且被保險人或代表被保險人之任何人有獲得代表該所支付求償之全部或部分之責任、損失、成本或費用之補償或追償款時，該款項應就本保險人及被保險人就該款項之各自分擔部分為比例分配。

對於依本保單所支付之任何求償，被保險人有權向第三人為主張之所有權利，就該支付之範圍，保險人享有保險代位之權，且一經本保險人請求，被保險人應簽署本保險人所要求為行使該權利之任何文件。

## 條款61 — 船員契約

Where any liability, costs or expenses are incurred under the terms of any contract of service or employment, or Collective Agreement with any member of the Crew, such liability, costs or expenses shall only be covered under this policy if those terms have the prior approval in writing of the Insurer.

## 62. Limitation of Liability

Cover under this policy for a liability incurred by the Assured or in respect of the Insured Vessel(s) shall be limited to such liability as may be established under the applicable law, or as may be agreed to in writing by the Insurer, and shall be limited in particular by reference to any legal provision under the applicable law providing for the limitation of liability in respect of the Insured Vessel(s) or the Assured.

Where cover is provided under Clause 38 of this policy to a time charterer, such cover shall be limited to such liability as would be established under the applicable law, if the time charterer were the registered owner of the chartered vessel, and shall be limited in particular by reference to any legal provision which would apply under the applicable law providing for the limitation of liability in respect of the chartered vessel, had the time charterer been its registered owner.

## 63. Duties of the Assured

It is a condition precedent to liability under this policy that all facts material to this insurance have been disclosed, that such facts were true, and have not been misrepresented to the Insurer by or on behalf of the Assured prior to inception of this policy and that the Assured has disclosed and has not misrepresented to the Insurer any fact material to this insurance, during the policy period on any occasion:

- 63.1 when the approval or agreement of the Insurer in respect of any matter is sought by the Assured.
- 63.2 when the Insurer's right to vary or restrict the terms on which cover is provided accrues under this policy pursuant to Clauses 42, 43, 44, 45, 50 or 51.
- 63.3 when any other variation in respect of this policy is requested by the Assured.
- 63.4 in the course of negotiations for the renewal of the insurance provided under this policy.
- 63.5 in the course of the presentation or submission of a claim under the policy.

## 64. Disputes and Governing Law

Save where Clause 36 applies:

- 64.1 The Assured hereby submits to the jurisdiction of the High Court of Justice of England in respect of any action brought by the Insurer to recover sums which the Insurer may consider to be due to it from the Assured. Without prejudice to the foregoing, the Insurer shall be entitled to commence and maintain in any jurisdiction any action to recover sums which the Insurer may consider to be due to

任何責任、成本或費用係依與船員之服務或雇用契約或團體協約所發生者時，本保單僅承保本保險人事先書面同意之條件下所發生之責任、成本或費用。

## 條款62 — 責任限制

本保單被保險人或有關係保險船舶所生責任之承保應限於該責任係依應適用之法律所確定或經本保險人書面同意，且特別是應限於依據有關被保險船舶或被保險人之責任限制任何可適用法律之法律規定。

本保單係依條款38提供給定期租船人時，該承保應限於一如定期租船人為承租船舶之登記所有權人般，依可適用法律所確定之責任，且特別是應限於依據有關該承租船舶或定期租船人作為船舶登記所有權人般之責任限制任何可適用法律之法律規定。

## 條款63 — 被保險人義務

被保險人或其代表於本保險起保之前，業已將本保險之所有且為真實之重要事項告知本保險人且對本保險人無不實說明情況，且保險期間內於有下列情況時，被保險人已將本保險之所有重要事項告知本保險人且對本保險人無不實說明情況，為本保險人於本保單責任之先決條件：

- 63.1 本保險人認可或同意有關被保險人所尋求之任何事件時。
- 63.2 依條款42、43、44、45、50或51，於本保險人有權為修改或限制本保單所提供之承保條件時。
- 63.3 於被保險人要求本保單之任何其他修改時。
- 63.4 本保單所提供之保險為更新保單協商過程中。
- 63.5 於本保單提交或主張求償過程中。

## 條款64 — 爭議及準據法

除條款6另有規定外：

- 64.1 有關本保險人為追償其認為被保險人到期應支付之任何款項所提起之任何訴訟，被保險人同意提交英國高等法院並受其管轄。在不影響前述規定下，本保險人為追償其認為被保險人應支付給本保險人之任何款項，有權於任何管轄法域提起訴

- it from the Assured.
- 64.2 Any other dispute or difference arising between the Insurer and the Assured under this policy shall in the first instance be referred to the Board for consideration and adjudication. Such reference shall be on written submissions only.
- 64.3 If the Assured does not accept the decision of the Board, such difference or dispute shall be referred to the arbitration in London of two arbitrators (one appointed by the Insurer and the other by the Assured) and an Umpire to be appointed by the Arbitrators, and the submission to arbitration and the proceedings therein shall be subject to the provisions of the Arbitration Act 1996, and any statutory modification or re-enactment thereof for the time being in force.
- 64.4 This policy shall be governed by and construed in accordance with English law.
- 64.5 The Marine Insurance Act 1906 shall apply to this policy.
- 64.6 The Insurance provided by the Insurer shall not nor is intended to confer any right or benefit on any third party under the Contracts (Rights of Third Parties) Act 1999 or any similar provision, enactment or principle of law contained in the laws of any State which purports to do so.
- 64.2 本保險人與被保險人於本保險之任何其他爭議或糾紛應先提交給董事會考量及裁決。該提出僅能以書面為之。
- 64.3 如被保險人不接受董事會之裁決，該爭議及糾紛應於倫敦提付由二位仲裁人(一由保險人指定，另一由被保險人指定)及該二位仲裁人所指定之主任仲裁人所組成之仲裁庭仲裁之，仲裁之提付及相關仲裁程序應依照1996年英國仲裁法及其法定修正或修訂。
- 64.4 本保險應受英國法規範並依英國法解釋之。
- 64.5 英國1906年海上保險法應適用於本保險。
- 64.6 本保險人所提供之保險不應亦無意賦予任何第三人於英國1999年契約(第三人權利)法或任何類似規定、修訂或任何國家法律所內含同類法律原則下之權利或利益。

## 65. Policy Limit, Claims Payment and Recovery

Where the Combined Single Limit exceeds US\$ 100 million, the Insurer shall only be liable to pay any sum by which any claim or claims subject to the Combined Single Limit exceed US\$ 100 million, when the Insurer has received such sum from its Reinsurers, from time to time, or such sum can be paid pursuant to any agreement to effect simultaneous settlement between the Insurer and its Reinsurers.

## 條款65 一保單限額、求償支付及追償

於總單一限額超過一億美元時，就該超過一億美元總單一限額所適用之任何求償或數求償之數額，本保險人僅應負責業已自其再保險人處收取該數額，或該數額業已依本保險人及其再保險人間所締結之同時解決協議而為支付之數額。

## 66. Definitions and Construction

66.1 For the purpose of this policy the terms set out below shall be defined as stated:

*Assured* - The Person insured under the Policy of Insurance and who is stated as being the Assured in the Policy of Insurance. Where the context permits, Assured shall also mean Joint Assured.

*Board* - The Directors for the time being of Merchant Marine TAIWAN SA, or as the context may require, a quorum of Directors present at a duly convened meeting of the Board.

*Cargo* - Goods which are the subject of a contract of carriage to which the Assured is party including packaging or securing materials, other than containers supplied by or on behalf of the Assured.

*CIM Convention* - The Uniform Rules concerning the

## 條款66 一定義及解釋

66.1 為本保單之目的，下列名詞定義如下：

被保險人—本保險保單所承保及本保險保單記載為被保險人之。於本文許可之情況下，被保險人應包括聯合被保險人。

董事—台灣海商人股份公司現時的所有董事，或依本文所需，為董事會會議適當召開時應出席的最低董事人數。

貨物—被保險人為當事人之運送契約所載運之貨品，包括包裝及繫固材料，但被保險人或代表被保險人所提供貨櫃除外。

鐵路運送公約—1990年12月20日所議訂修正之1980年5月9日有



- Contract for International Carriage of Goods by Rail at Appendix B to the Convention concerning International Carriage by Rail (COTIF) of 9th May 1980, as amended by the COTIF Protocol of 20th December 1990.
- CMR Convention* - The Convention on the Contract for the International Carriage of Goods by Road of 19th May 1956, as amended by the CMR Protocol of 5th July 1978.
- Co-Assured* - A Person named as a Co-Assured in the Policy of Insurance.
- Combined Single Limit* - The maximum figure for which the Insurer is liable in respect of any claim or claims under this policy arising out of any one event, accident or occurrence, or any series of accidents or occurrences arising out of one event.
- Crew* - Any person (including the Master) employed or engaged to serve on board the Insured Vessel(s) under Articles of Agreement or other crew agreement or contract of service of or employment, including a substitute for such a person.
- Date Recognition Problem* - Any failure or anticipated failure of or inability of any computer system, software, hardware, integrated circuit, microchip, operating system and/or any other electronic device or component correctly, unambiguously or completely to assign, exchange, interpret, manipulate, process, recognise, sequence or transfer any time, year, date or date-like code, data or information.
- Guatemala Protocol* - The Protocol to Amend the Convention for the Unification of Certain Rules relating to International Carriage by Air, of 8th March 1971.
- Guadalajara Convention* - The Guadalajara Convention, supplementary to the Warsaw Convention for the Unification of Certain Rules pertaining to International Carriage by Air, of 18th September 1961.
- Hague Protocol* - The Protocol to Amend the Convention for the Unification of Certain Rules relating to International Carriage by Air of 28th September 1955.
- Hague Rules* - The International Convention for the Unification of Certain Rules of Law relating to Bills of Lading of Brussels, 25th August 1924.
- Hague-Visby Rules* - The International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25th August 1924, as amended by the Protocol signed at Brussels on 23rd February 1968 and The Protocol signed at Brussels on 21st December 1979.
- Hamburg Rules* - The United Nations Convention on the Carriage of Goods by Sea signed at Hamburg on 31st March 1978.
- Hull and Machinery insurance* - Insurance in respect of
- 關國際鐵路運送公約附錄B之有關國際鐵路運送契約統一規則。
- 陸上運送公約－1978年7月5日所議訂修正之1956年5月19日有關國際陸上運送契約公約。
- 共同被保險人－本保險保單上列名為共同被保險人之人。
- 總單一限額－就有關因任一事件、意外或事故或由任一事件所致生之任何連續意外或事故所致生依本保單之任何求償或數求償，本保險人所應負責之最高數額。
- 船員－依協議或其他船員合約或服務或雇用契約，受雇或服務於被保險船舶船上之任何人（包括船長），包括該人之替代人員。
- 日期認定問題－正確、依序或完整之設計、交換、轉讀、處理、程式、辨識、接續或轉換任何時、年、日或類似日期內碼、資料或資訊之任何電腦系統、軟體、硬體、積體電路、微晶片、作業系統及或任何電子裝置或組件發生錯誤、預期錯誤或失能。
- 瓜達馬拉議定書－1971年3月8日有關國際航空運送統一某些規則公約之修正議定書。
- 瓜達拉加拉公約－增修1961年9月18日有關國際航空運送統一某些規則華沙公約之瓜達拉加拉公約。
- 海牙議定書－1955年9月28日有關修正國際航空運送統一某些規則公約之修正議定書。
- 海牙規則－1924年8月25日於布魯塞爾簽署之統一載貨證券某些規則國際公約。
- 海牙威斯比規則－1924年8月25日於布魯塞爾簽署之統一載貨證券某些規則國際公約之1968年2月23日於布魯塞爾簽署之議定書及於1979年12月21日於布魯塞爾簽署之議定書。
- 漢堡規則－1978年3月31日於漢堡簽署之聯合國海上貨物運送公約。
- 船體及機器保險－有關被保險船舶

the Insured Vessel(s)'s Hull and Machinery, increased value and excess liability.	之船體及機器、增值及超額責任保險。
<i>Insurer</i> - Merchant Marine TAIWAN S.A. a company incorporated in TAIWAN.	保險人—於台灣設立之台灣海商人股份公司。
<i>Joint Assured</i> - A Person insured under the Policy of Insurance and who is stated to be the Joint Assured in the Policy of Insurance.	聯合被保險人—本保險保單所承保且為本保險保單記載為聯合被保險人之人。
<i>Marine Insurance Act 1906</i> - The Marine Insurance Act 1906 of the United Kingdom.	1906年海上保險法—英國1906年海上保險法。
<i>Montreal Protocols</i> - Additional Protocols Nos. 1, 2 3 and 4 to amend the Convention of the Unification of Certain Rules relating to International Carriage by Air, of 25th September 1975.	蒙特利爾議定書—1975年9月25日有關修正國際航空運送統一某些規則公約之附加議定書第1、2、3及4號。
<i>Net Loss</i> - Loss suffered after deductions are made in respect of costs and expenses which would have been incurred in the ordinary course of the trading or operation of the Insured Vessel(s) in respect of bunkers, stores, Crew wages, insurance and port charges.	淨損失—扣除被保險船舶於通常貿易及作業過程中所生有關燃油、物料、船員工資、保險及港口費用之成本及費用後所遭受之損失。
<i>Occupational Disease</i> - Any disease caused or aggravated by the conditions in which a person works which is both caused by that person's occupational environment or a disease inducing agent or agents present in that occupational environment, and has resulted in that person becoming disabled, or requiring medical treatment or dying.	職業傷害—工作環境或該工作環境出現引發疾病之介質或數介質共同所致人們工作情況所致或累積之任何病症，且造成該人無能力或需要醫療照料或垂死。
<i>Cumulative Injury</i> - Any injury which is suffered by any person and which is both not traceable solely to a single accident or series of accidents arising out of one event which occurred during that person's occupation, and has occurred by reason of or has been aggravated by a repetitive occupational activity.	累積性傷害—人們工作期間所發生之事件所致而無法追蹤之單一意外或一連串意外任何人所蒙受，且因重複作業活動造成或累積之任何傷害。
<i>Passenger</i> - A person on board the Insured Vessel(s) by virtue of their holding a ticket and making a payment of money for passage on board the Insured Vessel(s).	旅客—因持有客票且支付一定金額而由被保險船上所運載之被保險船舶上之人。
<i>Person</i> - A natural person, an incorporated or unincorporated body or a combination of both.	人—自然人、法人或非法人團體或二者之複合體。
<i>Policy Period</i> - The period of insurance under this policy agreed by the Insurer and shown on the policy.	保單期間—本保險人所同意且載於本保單上之本保單保險期間。
<i>Special Operations</i> - Any of the operations described at Clauses 39.1 to 39.13 of this policy.	特別作業—本保單條款39.1至39.13所列載之任何作業。
<i>Stevedore</i> - Any person engaged to handle cargo of the Insured Vessel(s) including but not limited to linesman, longshoreman, crane or forklift drivers and tally clerks.	碼頭工人—從事處理被保險船舶之貨物之任何人，包括但不限於岸線人員、碼頭工人、起重機或堆高機操作手及理貨人員。
<i>Supernumerary</i> - Any person, not being a member of the Crew, whom the Assured directs to go on board the Insured Vessel(s) whilst, and only whilst such person is on board the Insured Vessel(s), including but not limited to a port captain, superintendent or person employed by or on behalf of the Assured to carry out repairs or maintenance on the Insured Vessel(s).	臨時人員—被保險人指示上船之非船員之任何人，僅於其處於被保險船舶之船上期間，包括但不限於港務長、監督人員或被保險人或其代理人所僱用於被保險船上進行修理或保養之人。

<p><i>Third Person</i> - Any person on board the Insured Vessel(s), with or without the approval or agreement of the Assured, not being a member of the Crew, Passenger, Supernumerary or Stevedore. A Third Person shall include but shall not be limited to a Surveyor, Inspector, Pilot, Customs Officer and a Supercargo nominated by any charterer of the Insured Vessel(s).</p> <p><i>Towcon</i> - The BIMCO standard form for International Ocean Towing for lump sum payment.</p> <p><i>Towhire</i> - The BIMCO standard form for International Ocean Towing for payment by way of daily hire.</p> <p><i>Vessel</i> - Any ship, boat, hovercraft or other description of vessel or structure (including any ship, boat, hovercraft or other vessel or structure under construction) used or intended to be used for any purpose whatsoever in navigation or otherwise on, under, over or in water or any part thereof or any proportion of the tonnage thereof or any share therein.</p> <p><i>Warsaw Convention</i> - The Convention for the Unification of Certain Rules relating to International Carriage by Air of 12th October 1929.</p> <p><i>Wreck</i> - Any vessel or craft which is disabled, and is aground or has sunk, and which is not the subject of a contract for the provision of salvage services.</p> <p><i>Writing</i> - Text in English communicated by letter, notice, facsimile, telex or e-mail</p>	<p>第三人—並非船員、旅客、臨時人員或碼頭工人，無論有無被保險人認可或同意，於被保險船舶上之任何人。第三人應包括但不應受限於公證人、檢查人、引水人、海關官員及被保險船舶之任何租船人所指派之貨物管理人員。</p> <p>總額拖帶契約—波羅地海國際海運理事會針對國際海洋拖帶總額付款之標準格式。</p> <p>按日計酬拖帶契約—波羅地海國際海運理事會針對國際海洋拖帶按日計酬租金之標準格式。</p> <p>船舶—為或擬為任何目的使用或意圖使用於航行或以其他方式於水面、水下或水中之任何船舶、小艇、水翼船或其他種類之船舶或構造物(包括建造中之任何船舶、小艇、水翼船或其他種類之船舶或構造物)，或其一部或其噸數之比例或其持份。</p> <p>華沙公約—1929年10月12日有關國際航空運送統一某些規則公約。</p> <p>殘骸—失去能力且為擱淺或沈沒，且已不具提供海難救助服務之契約標的之任何船舶或航具。</p> <p>書面—以信函、通知、傳真、電報或電子郵件為通訊之英文文字。</p>
<p>66.2 Words importing the singular shall include the plural and vice versa.</p> <p>66.3 Words importing the masculine shall include the feminine.</p> <p>66.4 Words importing natural persons shall include individuals and any legal entity including corporations or partnerships.</p> <p>66.5 The headings and sub-headings in this policy are for guidance only and are not to be taken into account in its construction or interpretation.</p>	<p>66.2 表示單數之用語，應包括複數在內，反之亦然。</p> <p>66.3 表示男性之用語，應包括女性在內。</p> <p>66.4 表示自然人之用語，應包括故人及包括公司或合夥在內之任何法律實體。</p> <p>66.5 本保單之標題及次標題僅為指導之用，不應將其納入條文結構或解釋。</p>

**SECTION C - EXCLUSIONS AND RESTRICTIONS AND LIMITATIONS**

**第C部分—除外、限制及限制**

**67. Hull and Machinery Insurances**

**條款67 —船體及機器保險**

There shall be no cover under this policy in respect of any 被保險船舶所投保之保險金額等於或高於

liabilities, costs or expenses which would be recoverable under the Insured Vessel's Hull and Machinery insurance had the Vessel been insured for an insured value equivalent to or higher than the market value of the Insured Vessel(s) from time to time, under the terms of Lloyd's Marine Policy MAR (1.1.82 Edition) with the Institute Time Clauses 1.10.83 or, in the case of fishing vessels, Institute Fishing Vessel Clauses 20.7.87 attached. There shall be no cover under this policy in respect of any deductible provided for under the terms of the Insured Vessel's Hull and Machinery insurance. Any claim under Clause 13.3 shall be limited to the excess over and above any claim which would have been recoverable under Hull and Machinery insurances on the terms set out at Clause 41.

## 68. Time Bar

There shall be no cover under this policy in respect of any claim unless:

- 68.1 the Assured gives notice of the event or casualty within 12 months of the assured having notice of or gaining knowledge of that event or casualty, or
- 68.2 requests reimbursement of any costs or expenses covered under the terms of this policy within 12 months of that cost or expense being incurred.

If such notice or request is not given within the period required the claim shall be treated as extinguished and any liability of the Insurer discharged.

## 69. Double Insurance

There shall be no cover under this policy in respect of any claim:

- 69.1 which falls within the scope of cover provided under any other insurance in respect of the Assured or the Insured Vessel(s), or
- 69.2 which would be so covered but for a provision in that other insurance which seeks or purports to exclude or limit liability on the basis of double insurance.

## 70. Loss of or Damage to the Insured Vessel(s) and Equipment

There shall be no cover under this policy for:

- 70.1 loss of, damage to, or the cost of repairs to, the Insured Vessel(s), or any part of it, except where the Insured Vessel(s) is lost through confiscation covered under Clause 35.
- 70.2 loss of or damage to, or the cost of repairs to, any equipment or property owned or leased by the Assured or any party associated or affiliated to the Assured, on the Insured Vessel(s), including but not limited to bunkers.
- 70.3 loss of or damage to a Chartered Vessel or equipment or property owned by the Owners or Disponent Owner of such Chartered Vessel (except where the Assured is covered pursuant to Clause 38 of this policy).

被保險船舶市場價值，依勞氏海上保單 MAR 格式(1/1/82)附加 1/10/83 協會船體定時保單條款)之船體保單，或如為漁船，則附加 20/7/87 協會漁船條款，可獲該船體及機器保險所承保之責任、成本或費用，本保險不予承保。條款 13.3 之任何求償應限於超出條款 41 所規定之船體及機器保險可得求償之任何求償以上之數額。

## 條款68 — 時效屆滿

除符合下列情況外，任何求償均不獲本保單承保：

- 68.1 於被保險人獲知或知曉事故或事件時起12個月內，被保險人為事件或事故通知，或
- 68.2 於所生成本或費用時起12個月內，將本保單條款所承保之任何成本或費用提出補償之請求。

如該通知或請求未於所要求之期間內提出，該求償即應以消滅處理，且保險人免除其任何責任。

## 條款69 — 複保險

有關下列任何求償，均不獲本保單承保：

- 69.1 為有關被保險人或被保險船舶之任何其他保險所提供之承保範圍所承保者，或
- 69.2 由於該其他保險意圖或意欲以複保險為由免除或限制責任之規定而因此為承保者。

## 條款70 — 被保險船舶及設備之損失或損害

本保單不承保下列事項：

- 70.1 被保險船舶或其任何部分之損失、損害或修理成本，但被保險船舶因條款35所承保之沒入而損失者除外。
- 70.2 被保險人或被保險人之附屬公司或聯合公司所擁有或所租用，於被保險船舶上之設備或財產之損失、損害或修理成本，包括但不限於燃油。
- 70.3 出租船舶或船舶所有人或該出租船舶之實質船東所擁有之設備或財產之損失或損害(被保險人依本保單條款38獲承保者除外)。

except where such loss, damage or cost of repairs forms part of a claim which is recoverable under Clause 32 or Clause 33.

但該損失、損害或修理成本構成條款32及條款33可求償之一部者除外。

## 71. Commercial Losses

There shall be no cover under this policy for loss, suffered by the Assured, or nonpayment to the Assured, of:

- 71.1 freight or hire payable in respect of the Insured Vessel(s).
- 71.2 any sum by reason of the cancellation or termination of any charter, contract of carriage or other contract for the employment of the Insured Vessel(s).
- 71.3 demurrage or damages for detention or delay in respect of the Insured Vessel(s).

## 條款71 — 商業損失

本保單不承保下列被保險人所遭受之損失或被保險人之未獲付款：

- 71.1 有關被保險船舶應支付之運費或租金。
- 71.2 因任何租船契約、運送契約或其他被保險船舶之租用契約之解除或終止所生之款項。
- 71.3 有關被保險船舶之延滯費或滯留或遲延之損害賠償。

## 72. Financial Default and Fraud

There shall be no cover under this policy in respect of any liabilities, costs, expenses or losses which arise by reason of:

- 72.1 any debt or claim being unrecoverable from any party by reason of insolvency, financial default or impecuniosity of any party except:
  - 72.1.1 in respect of a claim under Clause 8 where liabilities, costs and expenses cannot be recovered from a member of the Crew who goes absent without leave.
  - 72.1.2 in respect of a claim under Clause 9 where costs and expenses cannot be recovered from a stowaway, a refugee or a person rescued at sea personally.
- 72.2 fraud perpetrated against the Assured or the misappropriation of monies belonging to the Assured or held on the Assured's behalf

## 條款72 — 財務拖欠及詐欺

本保單不承保下列事項所致生之任何責任、成本、費用或損失：

- 72.1 任何人之破產、財務拖欠或無資力而無法自該人處求償之任何債權或求償，但下列情況除外：
  - 72.1.1 有關條款8之求償，該責任、成本或費用無法向未休假離職但缺席之船員求償者。
  - 72.1.2 有關條款9之求償，該成本及費用無法向偷渡客、難民或海上所救助之人求償者。
- 72.2 對被保險人所為詐欺或對屬於被保險人或代表被保險人所持有之金錢為不當分配。

## 73. Illegal and Reckless Trading

There shall be no cover under this policy in respect of any liabilities, costs or expenses which arise by reason of the use of the Insured Vessel(s), by or on behalf of the Assured, or with the knowledge, connivance, complicity or reckless disregard of the Assured for:

- 73.1 the carriage of contraband.
- 73.2 trade in breach of sanctions imposed by or with the authority of the United Nations Organisation, or the running of any blockade.
- 73.3 any illegal or unlawful trade.
- 73.4 any employment or trade which exposes the Insured Vessel(s) or the Assured to unreasonable or unnecessary risk or hazard.

## 條款73 — 非法及魯莽貿易

被保險人或其代表，或被保險人知曉、默許、共謀或輕率不關心，將被保險船舶使用於下列情況所致生之任何責任、成本或費用，本保單不予承保：

- 73.1 運送違禁品。
- 73.2 違反聯合國組織所要求或所授權之事務，或突破封鎖。
- 73.3 任何非法或違法貿易。
- 73.4 使被保險船舶或被保險人暴露於不合理或不必要風險或危險之任何雇用或貿易。

## 74. Occupational Disease or Cumulative Injury

There shall be no cover under this policy in respect of any liabilities, costs or expenses which arise by reason of or in connection with:

## 條款74 — 職業傷害或累積性傷害

本保單不承保下列事項所致生或有關之任何責任、成本或費用：

- 74.1 Occupational Disease suffered by any person.  
 74.2 Cumulative Injury suffered by any person.  
 74.3 Death of any person caused by or contributed to by Occupational Disease or Cumulative Injury.

- 74.1 任何人所遭受之職業傷害。  
 74.2 任何人所遭受之累積性傷害。  
 74.3 因職業傷害或累積性傷害所致生或所造成之任何人之死亡。

## 75. Punitive or Exemplary Damages

There shall be no cover under this policy in respect of liability for or exposure to:

- 75.1 punitive or exemplary damages.  
 75.2 any amount payable under any judgment or award of any Court or tribunal in favour of any third party which is not compensatory in nature or which is not payable in respect of loss or damage sustained by that third party except as provided under Clause 23.

## 條款75 — 懲罰性損害賠償

本保單不承保有關或暴露於下列事項之責任：

- 75.1 懲罰性損害賠償。  
 75.2 依任何法院或裁判機關所為有利於任何第三人之任何判決或裁定所應支付之任何不具損害填補本質或並非支付有關該第三人所遭受之損失或損害之款項(條款23規定者除外)。

## 76. Radioactive, Contamination, Chemical, Biological, Bio-chemical and Electromagnetic Weapons Exclusion

This Clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

- 76.1 In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:
- 76.1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- 76.1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- 76.1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- 76.1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
- 76.1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

## 條款76 — 放射性、汙損、化學、生物、生化及電磁武器除外條款

本條款應具最高效力且應超越本保險所規定之任何與之不一致之事項。

- 76.1 本保險無論如何均不承保下列原因直接或間接所致或所生或造成之損失、損害、責任或費用：
- 76.1.1 來自任何核子燃料或任何核子廢料或核子燃料灰爐之離子輻射或輻射污染。
- 76.1.2 來自任何核子設備、反應爐、或其他核子裝備或其內之核子成分之輻射、毒性、爆炸性或其他危險或污染物件。
- 76.1.3 使用原子或核子分裂及或融合或其他類似反應、放射能或物質之任何武器或裝置。
- 76.1.4 輻射、毒性、爆炸性或其他危險或任何輻射物質之污染物件。本除外條款不適用於載運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之貨物所致之責任、損失或費用。
- 76.1.5 任何化學、生物、生化或電磁武器。

## 77. War Risks

There shall be no cover under this policy for loss, damage, liability or expense caused by:

- 77.1 war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or

## 條款77 — 戰爭風險

本保單不承保下列事由所致之損失、損害、責任或費用：

- 77.1 戰爭、內戰、革命、叛亂、暴動或因此發生之內亂、交戰國之敵對行

- |      |  |      |                                       |
|------|--|------|---------------------------------------|
|      | against a belligerent power or any act of terrorism.   |      | 為或對交戰國之敵對行為或恐怖份子之任何行為。                |
| 77.2 | capture, seizure, arrest, restraint or detainment (barratry and piracy excepted), and the consequences thereof or any attempt thereat. | 77.2 | 捕獲、扣押、假扣押、拘禁或拘留(詐欺或海盜行為除外)及其後果或任何企圖威脅 |
| 77.3 | mines, torpedoes bombs or other weapons of war, except as provided under Clause 40.  | 77.3 | 地雷、魚雷、炸彈或其他類似之戰爭武器, 但條款40所規定者除外。      |

## 78. General Exclusions

For the avoidance of doubt, there shall be no cover in respect of liability, costs or expenses arising in connection with the following except in so far as specifically provided for under the Clauses referred to:

- |      |   |      |   |
|------|---|------|---|
| 78.1 | Pollution - except as provided under Clause 19 and Clause 20.   | 78.1 | 污染—但條款9及條款20另有規定者除外。  |
| 78.2 | Salvage - except in respect of a claim for salvage which forms part of a claim for:   | 78.2 | 救助—但該救助之求償構成下列求償之一部者除外：   |
|      | 78.2.1 Special Compensation under Clause 21.  |      | 78.2.1 條款21之特別補償金。  |
|      | 78.2.2 Third Party General Average Contributions under Clause 32.   |      | 78.2.2 條款2之第三人共同海損分擔。   |
|      | 78.2.3 Excess General Average payable by the Assured under Clause 33.   |      | 78.2.3 條款33被保險人應支付之超額共同海損。  |
|      | 78.2.4 Life Salvage under Clause 11.  |      | 78.2.4 條款15之人命救助。   |
| 78.3 | Towage - except as provided under Clause 30 and Clause 31.  | 78.3 | 拖帶—但條款30及條款31另有規定者除外。   |
| 78.4 | Special Operations - except as provided for under Clause 39.  | 78.4 | 特別作業—但條款39另有規定者除外。  |
| 78.5 | Passengers - except as provided under Clauses 1, 2, 3, 4, 10, 11, 18 and 37.  | 78.5 | 旅客—但條款1、2、3、4、10、11、18及條款37另有規定者除外。   |
| 78.6 | In any event liability to a Passenger shall be limited to the extent that the Assured would be liable had any contract with that Passenger provided the Assured with the maximum protection by way of the limitation or exclusion of liability permitted in accordance with the applicable law. | 78.6 | 在任何情況下, 對旅客之責任應限於被保險人業已與該旅客締結一規定被保險人享有依據任何可適用法律所承認之責任限制或免責之最大保護之契約情況下所負之責任。 |

## 條款78 — 一般除外

為避免爭議, 除下列條款另有特別規定外且就其規定之範圍, 不承保下列事項有關所生之責任、成本或費用：

## 79. Electronic Date Recognition

The cover provided under this policy shall not be prejudiced by reason of a loss being caused or contributed to by a Date Recognition Problem provided always that this insurance will not cover any loss, damage, liability, or expense which has resulted from a want of due diligence by the Assured, Owners or Managers in respect of a Date Recognition Problem.

This insurance shall not cover:

- |      |   |
|------|---|
| 79.1 | any expense incurred in respect of testing for, discovering, rectifying, correcting, averting or minimizing any Date Recognition Problem.   |
| 79.2 | the cost of reprogramming or correcting any computer hardware, microchip, software, operating system, code or data.   |
| 79.3 | the cost of repairing or replacing any computer hardware, microchip software, operating system, code or data that has broken down or malfunctioned as a consequence of any Electronic Date Recognition Problem. |

## 條款79 — 電磁日期認定

本保險所提供之承保不應損及因電磁日期認定問題所致或所生之損失, 但本保險不承保被保險人、船舶所有人或經理人對電磁日期不謹慎注意所致生之任何損失、損害、責任或費用。

本保險不承保下列事項：

- |      |  |
|------|--|
| 79.1 | 為發現、修改、修正、避免或減輕任何電磁日期認定問題所生之任何費用。                |
| 79.2 | 為重寫程式或修正任何電腦硬體、微晶片、軟體、作業系統、內碼或資料之成本。             |
| 79.3 | 因任何電磁日期認定問題使任何電腦、微晶片、軟體、作業系統、內碼或資料故障或失效之修理或替換成本。 |

## 80. Indemnities and Contractual Liabilities

Any claim in respect of liabilities, costs, expenses, compensation or wages under this policy which arise by reason of an indemnity granted by the Assured or under the terms of a contract to which the Assured is party shall only be covered under this policy if the terms of such indemnity or contract have the prior approval in writing of the Insurer.

## 81. Cyber Attack Exclusion

- 81.1 Subject only to Clause 81.2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
- 81.2 Where this Clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 81.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system, computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

## 條款80 — 補償及契約責任

因被保險人所同意之補償或被保險人身為某契約當事人之契約約定所生依本保險下之有關責任、成本、費用，補償或工資，僅於該補償或契約業獲保險人事先書面同意之情況下，該補償或契約始能獲本保險承保。

## 條款81 — 電腦攻擊除外條款

- 81.1 除後列條款81.2另有規定外，本保險在任何情況下均不承保因使用或操作任何電腦、電腦系統、電腦軟體程式、惡意攻擊碼、電腦病毒或程式或任何其他電子系統，直接或間接所生或所致損失損害之責任或費用。
- 81.2 於本條款批註附加於承保戰爭、內戰、革命、叛亂、暴動或因此發生之內亂，交戰國或恐怖活動或任何具政治動機之人之敵對行為或對交戰國或恐怖活動或任何具政治動機之人之敵對行為，條款81.1不應將發射及或導引系統及或任何武器或飛彈之火力裝置之使用或操作任何電腦、電腦系統、電腦軟體程式或任何其他電子系統所致生之損失(否則即應承保)為除外之適用。



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**MERCHANT MARINE TAIWAN S.A.**

**Hull and Machinery**

**General Terms & Conditions**

Assured.....  
Address.....  
Facsimile.....  
E-mail address ....  
Insured Vessel(s) ...../  
Period From [ ] hrs on.... to [ ] hrs on.....

In consideration of the premium payable in respect of this Insurance, the Insurers undertake to insure the Insured Vessel(s) against loss, damage liability or expense, on the terms and conditions provided for under the:

The cover provided under this policy is subject to the General Terms and Conditions as attached. The Standard Clauses and the General Terms and Conditions shall be read cumulatively and the rights and obligations under this policy construed cumulatively. In the event that there is a direct contradiction between the provisions of the Standard Clauses and the General Terms and Conditions, the latter shall prevail. When expressly agreed, cover, including war risks, may be provided on other customary policy forms.

The Insurance covers only loss, damage, liability or expense which arises out of events which occur during the policy period, in respect of the Assured's interest in the Insured Vessel, and only in connection with the operation of the Insured Vessel.

20.2.2004 Edition

# 台灣海商人股份公司

## 船體暨機器保險

### 一般保險條款

被保險人\_\_\_\_\_

地址\_\_\_\_\_

傳真\_\_\_\_\_

電子郵件地址\_\_\_\_\_

被保險船舶\_\_\_\_\_

保險期間：從\_\_\_\_\_日\_\_\_\_\_時至\_\_\_\_\_日\_\_\_\_\_時

慮及有關本保險保費之支付，保險人同意依下列所規定之條件及條款，承保被保險船舶之損失、損害、責任或費用：

本保單所提供之承保係依照所附之一般條件與條款。標準條款及一般條件條款應一起併讀，本保單之權利及義務亦應共同解釋。如標準條款之規定與一般條件及條款之規定有直接不一致之處，後者應優先適用。於有明示同意時，得以其他慣用之保險格式提供包括戰爭風險在內之承保。

本保險僅承保本保險期間所發生之事故，及有關被保險人對於被保險船舶之利益及有關被保險船舶之營運所致生之損失、損害、責任或費用。

20.2.2004版

## 1. Definitions

1.1 For the purpose of this policy the following words and phrases shall have the following meanings:

“Assured”: every owner or other person who is for the time being entitled to cover under this policy.

“day”: a day computed according to Greenwich Mean Time (GMT).

“Date any failure or anticipated failure or inability of any computer system, Recognition software, hardware, integrated circuit, microchip, operating system and/or Problem”: any other electronic device or component correctly, unambiguously or completely to assign, exchange, interpret, manipulate, process, recognise, sequence or transfer any time, year, date or date-like code, data or information.

“Insurance”: any insurance or reinsurance provided by the Insurers against the risks specified in this policy.

“Insured Vessel”: a vessel which is insured by the Insurers under this policy for any of the risks specified in this policy.

“Joint Assured”: any party named as Assured under this policy, where there is more than one named Assured.

“Standard such standard clauses for hull and machinery and/or other insurances Clauses”: as shall be expressly incorporated into this policy.

“Vessel”: any ship, boat, hovercraft or other description of vessel or structure (including any ship, boat, hovercraft or other vessel or structure under construction) used or intended to be used for any purpose whatsoever in navigation or otherwise on, under, over or in water or any part thereof or any proportion of the tonnage thereof or any share therein.

“writing”: text in English communicated by letter, notice, facsimile, telex or e-mail.

1.2 Words importing the singular shall include the plural and vice versa.

1.3 Words importing the masculine shall include the feminine.

1.4 Words importing natural persons shall include individuals and any legal entity including corporations or partnerships.

1.5 The headings and sub-headings in this policy are for guidance only and are not to be taken into account in its construction or interpretation.

## 2. Classification

Unless otherwise agreed by the Insurers the Assured warrants

## 條款 1—定義

1.1 為本保單之目的，下列名詞之定義如下：

被保險人—任一船舶所有人或依本保單有權求償之其他人。

日：依格林威治標準時間為計算之日期。

任何電腦系統、軟體、硬體、積體電路、微晶片、作業系統及或任何電子裝置或組件發生錯誤、預期錯誤或失能及或問題—正確、依序或完整之設計、交換、轉讀、處理、程式、辨識、接續或轉換任何時、年、日或類似日期內碼、資料或資訊。

保險—保險人所提供本保單規定風險之任何保險或再保險。

被保險船舶：就本保單所規定風險，保險人於本保單所承保之船舶。

聯合被保險人—於超過一名列名被保險人時，任何於本保險保單記載為聯合被保險人之人。

船體及機器標準條款及其他保險條款標準之標準：應明示併入本保單中。

船舶—為或擬為任何目的使用或意圖使用於航行或以其他方式於水面、水下或水中之任何船舶、小艇、水翼船或其他種類之船舶或構造物(包括建造中之任何船舶、小艇、水翼船或其他種類之船舶或構造物)，或其一部或其噸數之比例或其持份。

書面—以信函、通知、傳真、電報或電子郵件為通訊之英文文字。

1.2 表示單數之用語，應包括複數在內，反之亦然。

1.3 表示男性之用語，應包括女性在內。

1.4 表示自然人之用語，應包括故人及包括公司或合夥在內之任何法律實體。

1.5 本保單之標題及次標題僅為指導之用，不應將其納入條文結構或解釋。

## 條款 2 — 船級

除本保險人另有相反協議，被保險人擔保



that the Insured Vessel is at the time of inception of this policy classed with a classification society approved by the Insurers, and shall remain so classed throughout the policy period. The Assured further warrants that it shall:

- 2.1 comply with the rules of such classification society, and comply with any recommendation or requirement issued by it in accordance with those rules within any period or by any date stated by such classification society for compliance.
- 2.2 notify and secure the Insurers' approval in writing of any intended change of classification society in respect of the Insured Vessel, stating in full all outstanding requirements, recommendations and restrictions to which the Insured Vessel is subject.
- 2.3 notify such classification society as soon as practicable of any event of circumstance which may affect the Insured Vessel's class, including but not limited to any event or circumstance which might cause the classification society to impose a requirement or make a recommendation under its rules.

It is a condition precedent to liability under this policy that the Assured shall:

- 2.4 disclose to the Insurers all information and documents that they may require relating to the class of the vessel, including but not limited to information and documents relating to any requirements or recommendations imposed, any special survey or drydocking of the Insured Vessel, and the granting of any extensions by such classification society under its rules.
- 2.5 authorise a nominated representative of the Insurers to inspect and copy the Insured Vessel's class records and be provided with any other information or documents that such classification society may hold.

In the event of a failure by the Assured to comply with any warranty provided for under this Clause in respect of the Insured Vessel, the remedies provided for under the Marine Insurance Act 1906 shall apply and, in addition, the Insurers may:

- 2.6 cancel the cover provided under this policy in respect of the Insured Vessel by notice in writing to the Assured. Such cancellation shall take effect from the date of such notice, or
- 2.7 vary or restrict the terms on which cover under this policy is provided.

### 3. Flag State

The Assured warrants that the Insured Vessel complies at the time of inception of this policy with all requirements of the Insured Vessel's flag state including those relating to:

- 3.1 the construction, condition, manning and equipping of the Insured Vessel.
- 3.2 the maintenance of valid statutory certificates issued by or on behalf of the Insured Vessel's flag state.

It is a condition precedent to liability under this policy that the Insured Vessel has complied with such requirements throughout the policy period including the implementation and maintenance of any vessel(s) or office systems in accordance

被保險人船舶於本保單起保當時應入級於一本保險人所認可之船級協會，且於整個保單期間維持其入級。被保險人更擔保其應：

- 2.1 遵守該船級協會之規章，並遵守該船級協會依該規章所簽發應於任何期間或任何日期履行之任何建議或要求。
- 2.2 被保險船舶欲更換船級協會時，應將與該被保險船舶有關之所有未簽結的要求、建議及限制全數通知並確使獲得保險人之書面同意。
- 2.3 對於任何可能會影響被保險船舶船級之任何事件或狀況，應儘可能地儘速通知船級協會，包括但不限於任何可能會造成船級協會依其規章做出要求或建議之事件或狀況。

被保險人為下列事項為本保單責任之先決條件：

- 2.4 將可能要求之有關船舶船級之所有資料及文件，主動告知保險人，包括但不限於有關船級協會依其規章所做出之任何要求或建議、被保險船舶任何特別檢驗或乾塢檢驗、及期限延長等之資料或文件。
- 2.5 授權保險人之名義代表人得以檢查並影印被保險船舶之船級紀錄，並提供其船級協會可能擁有之其他任何其他資料或文件。

如被保險人未符合任何本條款所規定有關被保險船舶之擔保，除應適用1906年英國海上保險法所規定之救濟外，本保險人亦得：

- 2.6 以書面通知被保險人，取消該被保險船舶於本保單所提供之承保。該取消應自前述通知日生效，或
- 2.7 變更或限制本保單所提供之承保條件。

### 條款3 — 船旗國

被保險人擔保被保險人船舶於本保單起保當時應符合船旗國之所有要求，包括下列：

- 3.1 被保險船舶之建造、船況、船員及設備。
- 3.2 維持被保險船舶之船旗國或代表該船旗國所簽發之有效法定證書。

被保險船舶於整個保險期間遵守前述要求為本保單責任之先決條件，包括符合及維持船旗國要求之任何船舶或事務系統。

with Flag State requirements.

In the event of a failure by the Assured to comply with any warranty provided for under this Clause in respect of the Insured Vessel, the remedies provided for under the Marine Insurance Act 1906 shall apply and, in addition, the Insurers may:

- 3.3 cancel cover provided under this policy by notice in writing to the Assured. Such cancellation shall take effect from the date of such notice, but if the Insured Vessel is at sea on that date then the cancellation shall take effect from the date of the Insured Vessel's arrival at her next port, or
- 3.4 vary or restrict the terms on which cover under this policy is provided.

#### 4. Survey by Insurers

The Assured shall permit the inspection of the Insured Vessel by a surveyor or surveyors appointed on behalf of the Insurers:

- 4.1 prior to inception of this policy, or
- 4.2 at any time and as often as required by the Insurers during the policy period

and will cooperate fully in the performance of such an inspection. The Assured warrants that it will comply with all recommendations or requirements made by or on behalf of the Insurers following the inspection within the period required for compliance.

In the event of the Insured Vessel being laid up for a continuous period of 180 or more days the Assured shall notify the Insurers in writing at least seven days prior to the recommissioning of the Insured Vessel in order for the Insurers to have an opportunity to commission an inspection of the Insured Vessel pursuant to this Clause.

It is a condition precedent to liability under this policy that the Assured has complied with the requirements of this Clause.

In the event of a failure by the Assured to comply with any warranty provided for under this Clause in respect of the Insured Vessel, the remedies provided for under the Marine Insurance Act 1906 shall apply and in addition, the Insurers may:

- 4.3 cancel cover provided under this policy by notice in writing to the Assured. Such cancellation shall take effect from the date of such notice, but if the Insured Vessel is at sea on that date then the cancellation shall take effect from the date of the Insured Vessel's arrival at her next port, or
- 4.4 vary or restrict the terms on which cover under this policy is provided.

#### 5. ISM Code

If the Insured Vessel is required to comply with the International Safety Management Code by the International Maritime Organisation the Assured warrants:

- 5.1 that the Insured Vessel has a valid Safety Management Certificate.

如被保險人未符合任何本條款所規定有關被保險船舶之擔保，除應適用1906年英國海上保險法所規定之救濟外，本保險人亦得：

- 3.3 以書面通知被保險人，取消該被保險船舶於本保單所提供之承保。該取消應自前述通知日生效，但如被保險船舶於該日期係位為海上，則該取消應自被保險船舶抵達其次一停泊港時生效，或
- 3.4 變更或限制本保單所提供之承保條件。

#### 條款4 — 保險人之檢驗

被保險人應允許保險人所指派之公證人於下列時期針對被保險船舶進行檢查：

- 4.1 本保險開始起保前，或
- 4.2 於保險期間內，保險人認為需要之任何時間

且於檢查時應完全合作。被保險人擔保其會遵守保險人於檢查後所提出為符合要求期間之所有建議及要求。

如被保險船舶連續停航達180天以上，於該被保險船舶重新服役至少7日前，被保險人應書面通知保險人，以使保險人有機會依本條款規定針對該被保險船舶進行檢查。

被保險人遵守本條款要求為本保險責任之先決條件。

如被保險人未符合任何本條款所規定有關被保險船舶之擔保，除應適用1906年英國海上保險法所規定之救濟外，本保險人亦得：

- 4.3 以書面通知被保險人，取消該被保險船舶於本保單所提供之承保。該取消應自前述通知日生效，但如被保險船舶於該日期仍位為海上，則該取消應自被保險船舶抵達其次一停泊港時生效，或
- 4.4 變更或限制本保單所提供之承保條件。

#### 條款5 — 國際安全管理章程

如被保險船舶被要求遵守國際海事組織之國際安全管理章程時，被保險人擔保：

- 5.1 被保險船舶應具有一有效的安全管理證書。

- 5.2 that the Assured, owner or manager of the Insured Vessel has a valid Document of Compliance
- 5.3 that the Assured, Owner or Manager of the Insured Vessel(s) has implemented and continues to maintain and operate a Safety Management System in accordance with the International Safety Management Code
- in accordance with the requirements of the said Code, and that they shall be maintained in accordance with such requirements throughout the policy period.
- The Assured further warrants that it shall notify the Insurers in writing forthwith on the suspension or withdrawal of the said Safety Management Certificate or Document of Compliance. It is a condition precedent to liability under this policy that the Assured has complied with the requirements of this Clause. In the event of a failure by the Assured to comply with any warranty provided for under this Clause in respect of the Insured Vessel, the remedies provided for under the Marine Insurance Act 1906 shall apply and, in addition, the Insurers may:
- 5.4 cancel cover provided under this policy by notice in writing to the Assured. Such cancellation shall take effect from the date of such notice, but if the Insured Vessel is at sea on that date then the cancellation shall take effect from the date of the Insured Vessel's arrival at her next port, or
- 5.5 vary or restrict the terms on which cover under this policy is provided.
- 5.2 被保險人、被保險船舶之所有人或經理人具有一有效的適格證書。
- 5.3 被保險人、被保險船舶之所有人或經理人具有實施且持續維持及執行依據國際安全管理章程所規定之安全管理系統。
- 依據前述章程之要求，且其應於整個保單期間依該要求並予以保持。
- 被保險人更此擔保，於前述安全管理證書或適格文件有任何中止或撤銷時，其會書面通知本保險人。
- 被保險人遵守本條款要求為本保險責任之先決條件。
- 如被保險人未符合任何本條款所規定有關被保險船舶之擔保，除應適用1906年英國海上保險法所規定之救濟外，本保險人亦得：
- 5.4 以書面通知被保險人，取消該被保險船舶於本保單所提供之承保。該取消應自前述通知日生效，但如被保險船舶於該日期係位為海上，則該取消應自被保險船舶抵達其次一停泊港時生效，或
- 5.5 變更或限制本保單所提供之承保條件。

## 6. Radioactive, Contamination, Chemical, Biological, Bio-chemical and Electromagnetic Weapons Exclusion

## 條款6 — 放射性、汙損、化學、生物、生化及電磁武器除外條款

This Clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

本條款應具最高效力且應超越本保險所規定之任何與之不一致之事項。

- 6.1 In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:
- 6.1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- 6.1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- 6.1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- 6.1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-Clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
- 6.1 本保險無論如何均不承保下列原因直接或間接所致或所生或造成之損失、損害、責任或費用：
- 6.1.1 來自任何核子燃料或任何核子廢料或核子燃料灰燼之離子輻射或輻射污染。
- 6.1.2 來自任何核子設備、反應爐、或其他核子裝備或其內之核子成分之輻射、毒性、爆炸性或其他危險或污染物件。
- 6.1.3 使用原子或核子分裂及或融合或其他類似反應、放射能或物質之任何武器或裝置。
- 6.1.4 輻射、毒性、爆炸性或其他危險或任何輻射物質之污染物件。本除外條款不適用於載運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之貨物所致之責任、損失或費用。

6.1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

6.1.5 任何化學、生物、生化或電磁武器。

## 7. Electronic Data Recognition Clause

## 條款7 — 電磁日期認定

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

本保險任何規定與本條款規定不相一致者，無論該規定係打字或印刷，本條款均優先適用。

7.1 The cover provided by this insurance shall not be prejudiced by reason of any failure of a system causing or contributing to any loss, damage, liability or expense insured under this insurance, provided always that this insurance will not cover any loss, damage, liability or expense which has resulted from want of due diligence by the assured, owners or managers in respect of such failure of a system. Masters, officers, crew and pilots shall not be considered owners within the meaning of this Clause should they hold shares in the Insured Vessel.

7.1 本保險所提供之承保不應損及因任何系統錯誤所致或所生本保險所承保之任何損失、損害、責任或費用，但本保險不承保被保險人、船舶所有人或經理人對該系統錯誤欠缺適當注意所致生之任何損失、損害、責任或費用。於本條款意義下，擁有被保險船舶股份之船長、船副、船員及引水人不應被認定為船舶所有人。

7.2 Notwithstanding Clause 1. above, in no circumstances shall this Clause cover:

7.2 無論前述第1項規定為何，本條款均不承保下列事項：

7.2.1 any expense incurred in respect of testing for, discovering, averting or minimising any failure of a system;

7.2.1 為測試、發現、避免或減輕任何系統錯誤所生之任何費用。

7.2.2 the cost of rectifying, reprogramming, replacing or upgrading any computer equipment found to be defective or inadequate in respect of the matters referred to in the definition of failure of a system;

7.2.2 為修正、重寫程式或置換或升級任何被發現符合系統錯誤定義有關之瑕疵或不合格之任何電腦設備之成本。

7.2.3 the cost of repairing or replacing any computer equipment that has broken down or malfunctioned as a consequence of any failure of a system.

7.2.3 因任何系統錯誤導致電腦故障或失去功能之修理或替換成本。

7.3 For the purpose of this Clause:

7.3 為本條款之目的：

7.3.1 Failure of a system means any failure or anticipated failure of or inability of any system correctly, unambiguously or completely to assign, exchange, interpret, manipulate, process, recognise, sequence or transfer any time, year, date or date-like code, data or information.

7.3.1 系統錯誤係指正確、依序或完整之設計、交換、轉讀、處理、程式、辨識、接續或轉換任何時、年、日或類似日期內碼、資料或資訊之任何電腦系統發生錯誤、預期錯誤或失能。

7.3.2 Computer equipment means any hardware, software, microchip, integrated circuits, microcontrollers, computer operating system, programs, code or data.

7.3.2 電腦設備係指任何硬體、軟體、積體電路、微晶片、電腦作業系統、程式、內碼或資料。

7.3.3 system includes computer equipment and electrical and mechanical equipment linked to computer equipment.

7.3.3 系統包括電腦設備及連接該電腦設備之電子及機械設備。

The cover provided in this Clause is subject in all other respects to all other terms, conditions, exclusions and limits contained in this insurance.

本條款所提供之承保應適用本保險所規定之所有其他條款、條件、除外及限制規定。

## 8. Mitigation and Sue and Labour

## 條款8 — 減輕損失及損害防阻

The Assured shall, on the occurrence of an event likely to give rise to a claim under this policy, take all reasonable steps to avert or minimise any liabilities, costs and expenses which

於發生可能造成本保險之任何求償事故時，被保險人應採取所有合理措施以避免或減輕依本保險所承保之任何責任、成本

might be covered under this policy.

及費用。

## 9. Assignment

Neither this policy, nor any interest under this policy, may be assigned by the Assured, unless the Insurers in their absolute discretion consent in writing to such an assignment and on such terms as the Insurers shall impose.

## 條款9 — 轉讓

被保險人不得將本保險或本保險之任何權益予以轉讓他人，但本保險人依其絕對裁量另有書面同意該轉讓且依保險人所課以之條件者除外。

## 10. Set Off

The Insurers shall be entitled to set off any sum due from the Assured against any sum due to the Assured under this policy in respect of any Insured Vessel. The Assured shall not be entitled to set off any amount payable by the Insurers against any sum due from the Assured under this policy.

## 條款10 — 抵銷

對於本保險下之任何被保險船舶，本保險人有權將被保險人應支付之款項與應支付給被保險人之款項互相抵銷。被保險人無權將被保險人應支付之款項與應支付給被保險人之款項互相抵銷。

## 11. Termination of Insurance

This policy shall terminate automatically without notice in the following circumstances:

- 11.1 the Assured, being an individual:
- 11.1.1 14 days after he dies.
  - 11.1.2 he becomes bankrupt.
  - 11.1.3 he is the subject of a receiving order or of a scheme of arrangement or composition with his creditors.
  - 11.1.4 ceases to be able to manage his business by reason of mental illness or incapacity.
- 11.2 the Assured, being a corporation:
- 11.2.1 it is the subject of a compulsory winding up order or resolution for its voluntary winding up.
  - 11.2.2 it is dissolved.
  - 11.2.3 it is the subject of the appointment of a receiver, administrator, manager or analogous person in respect of all or part of this business.
  - 11.2.4 it initiates any proceedings to achieve legal protection from its creditors.
- 11.3 Termination of Insurance by notice:  
The insurer may, at any time and without giving reasons, terminate the Insurance of an Insured Vessel(s) by not less than 14 days written notice of termination, effective from the expiry thereof.

## 條款11 — 保險終止

於下列情況發生時，本保險保單不待通知，即行自動終止：

- 11.1 被保險人為個人時：
- 11.1.1 其死亡後14天。
  - 11.1.2 其破產。
  - 11.1.3 為一財產接管令或與其債權人為某了結債務安排或協議機制下之主體。
  - 11.1.4 因精神疾病或失能而無法管理其事務。
- 11.2 被保險人為一公司：
- 11.2.1 為一強制清算令或自願清算決議之主體。
  - 11.2.2 被解散。
  - 11.2.3 對其全部或一部之營業指定破產接管人、管理人或經理人或類似人員時。
  - 11.2.4 其債權人為獲得法律保障所採取之任何程序。
- 11.3 經通知而終止保險：  
本保險人得於任何時間且無須具理由地，以不短於14天之書面終止通知，終止某被保險船舶之保險，並自該通知之屆滿日生效。

The Assured (or in the case of an individual Assured who dies, his personal representative(s)) shall notify the Insurers in writing forthwith on the occurrence of an event referred to in this Clause.

於本條款所述及之任一情況發生時，被保險人(或如其為個人被保險人而為死亡時，則為其代理人)應書面通知本保險人。

## 12. Termination of Cover in respect of an Insured Vessel

12.1 Cover in respect of an Insured Vessel shall cease

## 條款12 — 有關被保險船舶之承保終止

12.1 於發生下列事項時，被保險船舶之

without notice on the occurrence of any of the following:

- 12.1.1 sale of the Insured Vessel.
- 12.1.2 divestment or assignment by the Assured of part or all of his interest in the Insured Vessel.
- 12.1.3 change of manager or flag state in respect of the Insured Vessel.
- 12.1.4 mortgage or hypothecation of the Insured Vessel.
- 12.1.5 relinquishing of possession or control of the Insured Vessel by the Assured or foreclosure by a mortgagee bank in respect of the Insured Vessel.

unless the Insurers agree in writing to maintain or reinstate cover in respect of the Insured Vessel, on the same or on varied or restricted terms.

The Assured shall notify the Insurers in writing forthwith on the occurrence of a circumstance or event referred to in this Clause.

12.2 Cover in respect of an Insured Vessel shall cease by the Insurers giving to the Assured not less than ten clear days' notice in writing following the first inspection of the Insured Vessel by a surveyor or surveyors appointed on behalf of the Insurers pursuant to Clause 4 hereof. The Insurers shall be under no obligation to state the grounds for such termination of cover. Should the Insured Vessel, at the expiration of notice of termination of cover given pursuant to this Clause, be at sea or in port and in distress, the Insured Vessel shall, provided notice in writing be given to the Insurers prior to the expiration of notice of termination of cover given pursuant to this Clause, be held covered until arrival at the next port in safety or, if in port and in distress, until the Insured Vessel is made safe, at a pro-rata per day premium.

12.3 Where cover ceases pursuant to this Clause the Insurers shall be liable only in respect of any claim arising prior to the time when cover ceased.

### 13. Premium

Premium payable in respect of this policy shall be paid on such terms as the Insurers shall agree in writing.

In the event of failure by the Assured to pay premium or any instalment of premium due pursuant to the said terms, the Insurers may:

- 13.1 cancel this policy giving a minimum notice period of seven days.
- 13.2 vary or restrict the terms on which cover under this policy is provided.

In the event of the cancellation of this policy by the Insurers under this Clause, the Insurers shall not be liable in respect of any claims whatsoever, whether arising before or after such cancellation.

The Insurers shall be entitled to interest at a rate of 2% over LIBOR for any premium or part of the premium which is due and unpaid for the period over which such premium remains

承保不待通知，即行終止：

- 12.1.1 被保險船舶出售。
- 12.1.2 被保險人將其對於被保險船舶權益之一部或全部予以出售或轉讓。
- 12.1.3 被保險船舶變更其經理人或船旗國。
- 12.1.4 被保險船舶抵押。
- 12.1.5 被保險人將被保險船舶之所有權或控制權予以轉讓或被保險船舶抵押權銀行予以流當。

但本保險人以同樣或修訂或限制條件，書面同意維持或恢復有關被保險船舶之承保者除外。

本條款所述情況或事件發生時，被保險人應即書面通知保險人。

12.2 依條款4代表本保險人指派之某公證人或數公證人針對被保險船舶為第一次檢查後，本保險人得向被保險人發送不短於10天之書面通知，中止被保險船舶之承保。本保險人無義務說明為何要終止承保。如依本條款之終止承保通知屆滿時，被保險船舶位於海上或於港內或處於危難中，被保險船舶應於依本條款之終止承保通知屆滿前，書面通知本保險人，以便以按日比例保費，續保至到達下一安全港口，或位於港內或處於危難中，續保至被保險船舶安全為止。

12.3 依本條款規定而停止承保時，保險人僅負責承保停止以前所發生之任何求償，

### 條款13 — 保費

本保單應支付之保費，應依本保險人書面所同意之條件支付之。

被保險人未依前述約定條件下到期保費或分期保費時或積欠本保險人之任何其他款項或數款項時，保險人得：

- 13.1 以不短於7天通知解除本保單。
- 13.2 修改或限制本保單所提供之承保條件。

保險人依本條款規定解除本保單時，保險人即無須負責無論是該解除日之前或之後發生之任何求償。

對於到期未支付之任何保費或保費之一部份，保險人有權恰收倫敦銀行同業拆息利率加上2%之利息。

due and unpaid.

Where the Assured has paid the premium due under this policy and:

- 13.3 termination of the policy takes effect pursuant to Clause 12, premium under the policy shall be returned to the Assured on a pro rata day basis.
- 13.4 termination of cover in respect of an Insured Vessel takes effect pursuant to Clause 13, premium paid in respect of that Insured Vessel shall be returned to the Assured on a pro rata per day basis.

The Assured will receive a return of 75% of the premium (50% if laid up but under repair) attributable on a pro-rata basis to the period during which the Insured Vessel is laid up, if the Insured Vessel is laid up for a minimum period of 30 consecutive days and for each completed 30 day period thereafter:

- 13.5 at a safe port or berth approved by the Insurers upon or before lay up, and
- 13.6 without a crew on board except for security and maintenance, and
- 13.7 without cargo on board.

This provision shall not apply if the Insured Vessel is a total loss during the period of lay up.

## 14. Waiver

No representation, act or omission, conduct or forbearance by the Insurers nor any agreement or acquiescence to the conduct of the Assured, shall amount to a waiver of any right of the Insurers under this policy, nor shall it give rise to an estoppel in respect of any such right unless expressed in writing and addressed by the Insurers to the Assured.

## 15. Joint Assureds

Joint Assureds shall not be covered in respect of any claim or liabilities between Joint Assureds. Joint Assureds shall:

- 15.1 be jointly and severally liable to pay premium due under this policy.
- 15.2 be bound by the default of any one of the Joint Assureds in failing to disclose or misrepresenting material information to the Insurers.
- 15.3 be bound by the conduct of any one of the Joint Assureds which would give rise to:
- 15.3.1 the termination of this policy.
- 15.3.2 the termination of cover in respect of an Insured Vessel.
- 15.3.3 the cancellation by the Insurers of cover provided under this policy.
- 15.3.4 the variation or restriction by the Insurers of the terms on which cover under this policy is provided.
- 15.4 be deemed to have received any notice or communication sent by the Insurers to any one of the Joint Assureds.
- 15.5 be deemed to have sent any notice or communication sent by any one of the Joint Assureds to the Insurers.

被保險人業已支付本保單到期保費且：

- 13.3 依條款12終止本保單者，本保單保費應按日比例退還給被保險人。
- 13.4 依條款13終止某被保險船舶之承保者，有關該被保險船舶已支付之保費，應按日比例退還給被保險人。

如被保險船舶符合下列情況，停航超過30個連續日之最低期間，就任一完整的30天期間，被保險人得收取被保險船舶停航期間按比例計算之70%保費退還(如船舶係停航進行修理，則退還50%)：

- 13.5 停航於本保險人於停航時或停航前所同意之某安全港或碼頭，及
- 13.6 無船員在船者，然安全及保養除外，及
- 13.7 無貨物在船。

本條款不適用於被保險船舶於停航期間全損之情況。

## 條款14 — 棄權

除本保險人有明確書面說明並通知被保險人外，本保險人之任何說明、作為或不作為、行為或權利執行延緩、或對被保險人作為之任何同意或默認，均不構成是本保險人於本保單下任何權利之放棄，抑或構成對該任何權利之禁反言。

## 條款15 — 聯合被保險人

不承保聯合被保險人有關聯合被保險人間之任何求償或責任。該聯合被保險人應：

- 15.1 聯合被保險人對本保單到期應支付之保費，負連帶支付責任。
- 15.2 受到任一聯合被保險人疏於將重要事項告知本保險人或為不實說明之效力拘束
- 15.3 受到前述任一聯合被保險人下列任一事項之拘束：
- 15.3.1 本保單之終止。
- 15.3.2 有關任一被保險船舶之承保終止。
- 15.3.3 本保險人取消本保單所提供承保。
- 15.3.4 本保險人修趕或限制本保單所提供之承保條件。
- 15.4 視為業已接獲任何由被保險人寄送給任一聯合被保險人通知或通訊。
- 15.5 任一聯合被保險人寄送給保險人之任何通知或通訊，視為業已寄送。
- 本保單所規定之自負額及限額應適用於任

The deductibles and limits provided for in this policy shall apply to any claim by any one of the Joint Assureds, as if the Joint Assureds were a single Assured. Receipt by any Joint Assured of any sum payable by the Insurers shall be deemed to be receipt on behalf of all the Joint Assureds, and shall discharge the Insurers of their liability for any claim in respect of which such payment is made.

The cover provided under contracts of insurance evidenced by this policy in respect of every Insured Vessel(s) and every Assured, shall be deemed to be provided under a single policy, and not under separate individual contracts of insurance comprised in a composite policy.

## 16. Notices

Any notice:

16.1 by the Assured to the Insurer shall be sent to:

Merchant Marine Managers Limited

\*\*\*\* \*  
\*\*\*\* \*  
\*\*\*\* \*

Telephone: \*\*\*\* \*  
\*\*\*\* \*  
\*\*\*\* \*

Fax: \*\*\*\* \*  
\*\*\*\* \*  
\*\*\*\* \*

E-mail address: \*\*\*@\*\*\*\*\*

Or to such other address or by such other means of communication as the Insurers shall notify to the Assured from time to time.

16.2 by the Insurers to the Assured shall be sent to the address, facsimile number or e-mail address shown after the Assured's name on the first page of this policy. Proceedings issued by the Insurers against the Assured shall be deemed to have been duly served if delivered to such address.

## 17. Claims Notification and Provision of Information

It is a condition precedent to the liability of the Insurers under this policy that the Assured shall:

17.1 notify the Insurers immediately and also in writing as soon as reasonably practicable of any event which may give rise to a claim under this policy and in any event no later than twelve months after the date of such event.

17.2 notify the Insurers in writing forthwith of any legal or other proceedings brought against the Assured or in respect of the Insured Vessel.

17.3 provide to the Insurers or to any party nominated by the Insurers as soon as reasonably practicable all material, including documents, photographs or reports in the possession of the Assured or its agents, and any information known to the Assured or its agents, relating to any event which may give rise to a claim under this policy, and continue to keep the Insurers advised of all material developments in respect of such an event or claim.

17.4 notify the Insurers as soon as practicable of any opportunity to obtain information, relating to an event which may give rise to a claim under this policy,

一聯合被保險人所提出之所有求償，就如同該聯合被保險人為單一被保險人般。任一聯合被保險人收到本保險人所支付之任何款項，應視為其已代表所有聯合被保險人收到該款項，且應解除本保險人有關該款項支付相關求償之責任。

有關每一被保險船舶及每一被保險人於本保單為證之保險契約所提供之成本，應視為以單一保單所提供，而非以分別的各自保險契約所結合而成之結合保單所提供。

## 條款16 — 通知

任何通知：

16.1 被保險人給保險人之通知應寄：

英國海事管理股份公司

Merchant Marine Managers Limited

地址：\*\*\*\* \*  
\*\*\*\* \*  
\*\*\*\* \*

電話：\*\*\*\* \*  
\*\*\*\* \*  
\*\*\*\* \*

傳真：\*\*\*\* \*  
\*\*\*\* \*  
\*\*\*\* \*

電子郵件地址： \*\*\*@\*\*\*\*\*

或以本保險人現時通知被保險人之其他位址或其他通訊方式：

16.2 本保險人給被保險人應寄送本保單首頁被保險人姓名之後所顯示之地址、傳真號碼或電子郵件號碼。本保險人針對被保險人之所提出之訴訟程序，一旦送抵該地址，即視同適當送達。

## 條款17 — 求償通知及資料提供

被保險人為下列事項為本保險人於本保單責任之先決條件：

17.1 於造成本保單求償之任何事件發生後，應儘速合理地立即以書面通知本保險人，且在任何情況下，不應晚於該事件發生日12月之後。

17.2 針對被保險人或有關被保險船舶所提出之任何法律或其他訴訟程序，立刻書面通知本保險人。

17.3 應儘速合理地將所有資料，包括被保險人或其代理人所持有之文件、照片或報告，以及被保險人或其代理人所知曉，有關會造成本保單求償之任何事件之任何資訊，提供給本保險人或本保險人所指定之任何人，並有關該事件或求償之所有後續重要發展，持續告知本保險人。

17.4 有關會造成本保單求償之任何事件之取得資訊之任何機會，包括但不限於進行醫療檢查、有關任何貨物、



including but not limited to an opportunity to conduct medical examinations and/or surveys in respect of any cargo, ship or any other object.

- 17.5 give full cooperation to the Insurers in any investigation conducted by or on behalf of the Insurers into any event which may give rise to a claim under this policy.
- 17.6 not make any admission of liability, responsibility or blame to any third party in respect of any event which may give rise to a claim under this policy.

## 18. Claims Handling

The Insurers shall be entitled on such terms as they may require to assume control of the conduct of any claim, legal proceedings, arbitration or participation by the Assured in any inquiry or investigation, in respect of any event or matter which may give rise to a claim under this policy.

The Insurers may direct the Assured to take any step in connection with the conduct of such a claim, legal proceedings, arbitration, inquiry or investigation, including the conclusion of a settlement or compromise agreement.

In the event of a failure by the Assured to act as directed by the Insurers, any claim under this policy shall be limited to the amount of the claim which would have been recoverable had the Assured acted as directed by the Insurers.

The Brokers (where applicable) shall endeavour to ensure that all parties are kept advised of the incident and that surveyors, adjusters and lawyers are instructed as required by the Assured or Insurers.

Where the Assured requests the appointment of an average adjuster such request will be put to the Insurer who will recommend which adjuster should be appointed. The average adjuster's fees as are reasonable and agreed by the Insurer shall be paid by the Insurer but only to the extent of the proportion insured hereunder. Should the Assured decline to accept the Insurer's recommendation, then the fees of the adjuster appointed by the Assured will be borne by the Assured to the extent that they would otherwise be paid by the Insurer under this policy.

## 19. Assistance in Handling Claims

The Insurers may, subject to the terms of this policy, appoint on behalf of the Assured any person to assist in or advise on the conduct of any investigation, claim or legal or other proceedings, in respect of any event that may give rise to a claim under this policy.

Any person so appointed, or appointed by the Assured with the Insurers' consent, will act for and on the instructions of the Assured as principal, but shall, without reference to the Assured, disclose all material, documents or information relating to such investigation, claim or legal or other proceedings to the Insurers, as if the Insurers were his principals.

In the event that there is a requirement to instruct a lawyer to protect the Assured's interests and those of the Insurer, the

船舶或任何其他物件之查驗等機會，儘速合理地通知本保險人。

- 17.5 對於本保險人或其代理人針對造成本保單求償之任何事件進行任何調查時，與本保險人充分合作。
- 17.6 有關會造成本保單求償之任何事件，對於任何第三人為責任義務或歸責之承認。

## 條款18 — 求償處理

有關會造成本保單求償之任何事件，本保險人有權以其認為需要之方式，為任何求償作為、法律程序、仲裁或被保險人於任何官方調查或調查參與之控管。

有關該求償作為、法律程序、仲裁、官方調查或調查，包括和解及妥協，本保險人得要求被保險人採取任何措施。

如被保險人未依本保險人之指示而為，本保單之任何求償應限制在如被保險人依本保險人指示而為時，可得求償之數額。保險經紀人(如有)應僅努力確保使所有當事人均獲得事件相關訊息，且於需要時，應被保險人或保險人之指示，指派公證人、理算人及律師。

於被保險人請求指派海損理算師時，該請求應通知本保險人，本保險人會建議應指派之理算師。經本保險人同意之合理之海損理算師費用，由本保險人支付之，但應限於所承保之比例部分。如被保險人拒絕接受本保險人之建議，則該理算師之費用，就本保險人依本保單本應支付之範圍，由被保險人自己負擔。

## 條款19 — 處理求償之協助

本保險人得依本保單之規定，指派任何人代表被保險人，以協助進行或提供任何會造成本保單求償之任何事件之調查、求償或法律或其他程序之諮詢。

所指派之任何人或經本保險人同意而為被保險人所指派之人，應以受被保險人為本人之指示般，代表被保險人為作為，但應在無須述及被保險人之情況下，將所有有關該調查、求償或法律或其他程序之資料、文件或訊息提供給本保險人，就如同本保險人為本人般。

為保護被保險人及本保險人之權益而有需要指派律師時，於指派前應先獲得本保險

instruction must be referred to the Insurer for approval prior to being made. 人之許可。

## 20. Provision of Security

The Insurers are under no obligation, but may, provided all sums due to the Insurers from the Assured are paid and otherwise on such terms as they shall agree, provide security in respect of any claim against the Assured by any party in respect of the risks covered by this policy. The Assured shall indemnify the Insurers for the costs of, or liability incurred to any third party under the security so provided, save to the extent that such costs or liability are recoverable under this policy.

## 21. Recoveries and Subrogation

Where the Insurers have made a payment to or on behalf of the Assured in respect of a claim under this policy, and the Assured, or any person on the Assured's behalf, obtains the recovery or reimbursement or any sum representing all or part of the liability, loss, cost or expense which was the subject of the claim so paid, such sum shall be applied in favour of the Insurers and the Assured in the proportions of their respective contributions to such payment.

The Insurers shall be subrogated to all rights which the Assured may have against any third party in respect of any payment made under the policy, to the extent of such payment, and the Assured shall, at the request of the Insurers, execute forthwith any document required by the Insurers for the purpose of the exercising of such rights.

## 22. Limitation of Liability

Cover under this policy for a liability incurred by the Assured or in respect of the Insured Vessel shall be limited to such liability as may be established under the applicable law, or as may be agreed to in writing by the Insurers, and shall be limited in particular by reference to any legal provision under the applicable law providing for the limitation of liability in respect of the Insured Vessel or the Assured.

## 23. Duties of the Assured

It is a condition precedent to liability under this policy that all facts material to this Insurance have been disclosed, that such facts were true, and have not been misrepresented to the Insurers by or on behalf of the Assured prior to inception of this policy and that the Assured has disclosed and has not misrepresented to the Insurers any fact material to this Insurance, during the policy period on any occasion:

- 23.1 when the approval or agreement of the Insurers in respect of any matter is sought by the Assured.
- 23.2 when any variation in respect of this policy is requested by the Assured.

## 條款20 — 提供擔保

本保險人無義務，但得提供被保險人已經支付給本保險人所有數額，並以本保險人所同意之條件，對第三人向被保險人所提出有關本保單所承保之風險之求償，提供擔保。就所提供第三人之擔保所生之成本或責任，該成本或責任依本保單可得求償之範圍除外，被保險人應補償本保險人。

## 條款21 — 追償及保險代位

於本保險人業已支付或代表被保險人支付本保單之求償時，且被保險人或代表被保險人之任何人取得代表該所支付求償之全部或部分之責任、損失、成本或費用之補償或追償款時，該款項應就本保險人及被保險人就該款項之各自分擔部分為比例分配。

對於依本保單所支付之任何求償，被保險人有權向第三人為主張之所有權利，就該支付之範圍，保險人享有保險代位之權，且應本保險人請求時，被保險人應簽署本保險人所要求為行使該權利之任何文件。

## 條款22 — 責任限制

本保單被保險人或有關係保險船舶所生責任之承保應限於該責任係依應適用之法律所確定或經本保險人書面同意，且特別是應限於依據有關被保險船舶或被保險人之責任限制任何可適用法律之法律規定。

## 條款23 — 被保險人義務

被保險人或其代表於本保險起保之前，業已將本保險之所有且為真實之重要事項告知本保險人且對本保險人無不實說明情況，且保險期間內於有下列情況時，被保險人已將本保險之所有重要事項告知本保險人且對本保險人無不實說明情況，為本保險人於本保單責任之先決條件：

- 23.1 本保險人認可或同意有關被保險人所尋求之任何事件時。
- 23.2 於被保險人要求本保單之任何其他修改時。

- |      |  |      |                    |
|------|--|------|--------------------|
| 23.3 | in the course of negotiations for the renewal of the Insurance provided under this policy. | 23.3 | 本保單所提供之保險為換單協商過程中。 |
| 23.4 | in the course of the presentation or submission of a claim under this policy.              | 23.4 | 於本保單提交或主張求償過程中。    |

## 24. Disputes

## 條款24 — 爭議

- |          |  |          |  |
|----------|--|----------|--|
| 24.1     | The Assured hereby submits to the jurisdiction of the High Court of Justice of England in respect of any action brought by the Insurers to recover sums which the Insurers may consider to be due to them from the Assured. Without prejudice to the foregoing, the Insurers shall be entitled to commence and maintain in any jurisdiction any action to recover sums which the Insurers may consider to be due to them from the Assured. | 24.1     | 有關本保險人為追償其認為被保險人到期應支付之任何款項所提起之任何訴訟，被保險人同意提交英國高等法院管轄。在不影響前述規定下，本保險人為追償其認為被保險人應支付給本保險人之任何款項，有權於任何管轄區域提起訴訟。 |
| 24.2     | Any other dispute or difference arising between the Insurers and the Assured under this policy shall in the first instance be referred to a panel of three mediators, or a single mediator if the Insurers and Assured so agree in writing. Any mediator must be a commercial person. The mediation procedure shall operate as follows:  | 24.2     | 本保險人與被保險人於本保險下之任何其他爭議或糾紛應先提交給由三位調解人所組成之調解庭，或於本保險人及被保險人書面同意之情況下，得為一調解人。任一調解人必須是商業之人。調解程序如下：               |
| 24.2.1   | the Insurers or the Assured shall notify the other in writing of their intention to submit a difference or dispute to mediation, and of the mediator appointed on their behalf.  | 24.2.1   | 本保險人或被保險人應將其欲將不同意見或爭議提交調解及其所指派之調解人，書面通知對造。   |
| 24.2.2   | within 14 days of such notification, the party so notified shall appoint a mediator and notify the other party in writing.   | 24.2.2   | 於該通知之 14 天之內，被通知之人應指派一調解人並書面通知對造。  |
| 24.2.3   | the two mediators shall, within 14 days of the appointment of the second mediator, select a third mediator who shall act as chairman of the mediation panel.   | 24.2.3   | 二位調解人應於第二位調解人被指派後之 14 天之內，擇定第三位調解人，作為調解庭之主席。   |
| 24.2.4   | the single mediator or the mediation panel through the chairman will, within 14 days of the appointment of the sole mediator or the constitution of the mediation panel, notify the parties of a timetable for the following:  | 24.2.4   | 單一調解人或調解庭之主席應於單一調解人或調解庭組成後之 14 天內，將下列時間表通知兩造：  |
| 24.2.4.1 | a first meeting of the mediation panel if required.  | 24.2.4.1 | 於需要時，調解庭第一次會議。   |
| 24.2.4.2 | service of principal written submissions by each party.  | 24.2.4.2 | 任一造提交主要的書面主張。  |
| 24.2.4.3 | service of written submissions in response by each party.  | 24.2.4.3 | 任一造提交答辯的書面主張。  |
| 24.2.4.4 | service of any further submissions the mediator or mediation panel may invite either party to make.  | 24.2.4.4 | 調解人或調解庭要求任一造應提出之任何進一步的主張。  |
| 24.2.4.5 | a date of discussion of the submissions by the mediation panel.  | 24.2.4.5 | 調解庭對於各項主張之討論日期。  |
| 24.2.4.6 | a date for the attendance of the parties (together or separately) before the mediator or mediation panel.  | 24.2.4.6 | 任一造(同時或分別)與調解人或調解庭會面之日期。   |

The mediator or mediation panel shall be entitled to levy reasonable charges for acting and shall notify the parties of an  
調解人或調解庭有權恰收合理的調解費用，並於發出調解程序時間表之同時，將

estimate of those charges at the same time as notification of the timetable for the conduct of the mediation process is given.

The mediator or mediation panel shall have the power to regulate the conduct of the mediation and the parties agree to make available all documents, information or materials (subject to the operation of legal privilege), as the mediator or mediation panel may require.

The costs of the mediation shall be borne equally by Insurers and the Assured.

24.3 If at any time either party fails to comply with the provisions in this Clause in relation to the mediation process, or gives notice to the other that it will no longer participate in the mediation process, such difference or dispute shall be referred to the arbitration in London of two Arbitrators (one to be appointed by the Insurers and the other by the Assured) 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 for the time being in force.

## 25. Governing Law

This policy shall be governed by and construed in accordance with English law.

## 26. Third Parties

This policy binds only the parties to it and does not confer any rights or benefits on any person who is not a party to it. This exclusion will be valid notwithstanding any term of this policy which purports to confer a right or benefit on any such person.

## 27. Cyber Attack Exclusion

27.1 Subject only to Clause 27.2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

27.2 Where this Clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 27.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system, computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any

預估費用通知二造。

調解人或調解庭有權規定調解作業，且於調解人或調解庭任何需要時，兩造當事人同意提供所有文件、訊息或資料(於適用法律豁免規定之情況下)。

調解費用應由保險人及被保險人平均負擔。

24.3 如任一造於任何時間未能遵守本條款有關調解程序之規定，或將其不再參與調解程序之意思通知對造者，該不同意見或爭議即應於倫敦提付由二位仲裁人(一由保險人指定，另一由被保險人指定)及該二位仲裁人所指定之主任仲裁人所組成之仲裁庭仲裁之，仲裁之提付及相關仲裁程序應依照1996年英國仲裁法及其法定修正或修訂。

## 條款25 — 準據法

本保單應受並依據英國法規範及解釋。

## 條款26 — 第三人

本保險僅拘束本保單之當事人，並未賦予任何權利或利益給本保單當事人以外之任何人。無論本保單是否有任何可能賦予權利或利益給任何第三人之規定，本除外規定仍為有效。

## 條款27 — 電腦攻擊除外條款

27.1 除後列條款27.2另有規定外，本保險在任何情況下均不承保因使用或操作任何電腦、電腦系統、電腦軟體程式、惡意攻擊碼、電腦病毒或程式或任何其他電子系統，直接或間接所生或所致毀損滅失之責任或費用。

27.2 於本條款批註附加於承保戰爭、內戰、革命、叛亂、暴動或因此發生之內亂，交戰國或恐怖活動或任何具政治動機之人之敵對行為或對交戰國或恐怖活動或任何具政治動機之人之敵對行為，條款27.1不應將發射及或導引系統及或任何武器或飛彈之火力裝置之使用或操作任何電腦、電腦系統、電腦軟體程式或任何其他電子系統所致生之損失(否則即應承保)為除

weapon or missile.

外之適用。

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