

協會防護及補償條款

INSTITUTE PROTECTION AND INDEMNITY CLAUSES

1/8/95

P&I Cl.-1995

1/8/95

1. NAVIGATION

- 1.1 This Vessel has leave to proceed to and from any wet or dry docks harbours ways cradles and pontoons, within the limits specified in this insurance.
- 1.2 The Vessel is held covered in case of deviation or change of voyage, provided notice be given immediately after receipt of advices and any amended terms of cover and any additional premium required be agreed.

2. CONTINUATION

Should the Vessel at the expiration of this insurance be at sea or in distress or at a port of refuge or of call, she shall, provided previous notice be given to the Underwriters, be held covered at a pro rata monthly premium to her port of destination.

3. TERMINATION

This Clause 3 shall prevail notwithstanding any provision whether written typed or printed in this insurance inconsistent therewith.

Unless the Underwriters agree to the contrary in writing, this insurance shall terminate automatically at the time of

- 3.1 change of the Classification Society of the Vessel, or change, suspension, discontinuance, withdrawal or expiry of her Class therein, provided that if the Vessel is at sea such termination shall be deferred until arrival at her next port.
- 3.2 any change, voluntary or otherwise, in the ownership or flag, transfer to new management or charter on a bareboat basis, or requisition for title or use of the Vessel. However, in the event of requisition for title or use without the prior execution of a written agreement by the Assured, such automatic termination shall occur fifteen days after such requisition whether the Vessel is in port or at sea.

1. 航行

- 1.1 於本保險所限定之範圍內，船舶航向或從任何乾塢或濕塢港口航道船架及浮橋啟航。
- 1.2 船舶變更或偏離航程時，仍續保之，然於接獲任何訊息時應立即通知，且應同意承保條款之任何修改及所需之任何額外保費。

2. 繼續條款

船舶於保險期間屆滿時，仍位在海上或處於危難或位於避難港或中途港，經事先通知保險人並按月比例加付保費後，本保險得繼續承保至到達目的港時為止。

3. 終止

本保險任何規定(不論手寫打字或印刷)與本條款有抵觸時，應優先適用本保單第3條之規定。

除保險人以書面表示相反意見外，本保險於下列情況發生時自動終止：

- 3.1 被保險船舶為船級協會之變更、或船級之變更、中止、撤銷、撤回或船級屆滿，然如船舶於該終止時位於海上，則順延至其抵達下一停泊港為止。
- 3.2 被保險船舶所有權或船籍之變更(無論自願或其他原因)、移轉新經理人、為光船租賃或船舶被徵收或徵用時。徵收或徵用無被保險人事先書面同意者，不論船舶在港內或海上，該自動終止自徵收或徵用之日起十五天後生效。

4. ASSIGNMENT

No assignment of or interest in this insurance or in any moneys which may be or become payable thereunder is to be binding on or recognized by the Underwriters unless a dated notice of such assignment or interest signed by the Assured, and by the assignor in the case of subsequent assignment, is endorsed on the Policy and the Policy with such endorsement is produced before payment of any claim or return of premium thereunder.

5. COLLISION LIABILITY

- 5.1 The Underwriters agree to indemnify the Assured for any sum or sums paid by the Assured to any other person or persons by reason of the Assured becoming legally liable by way of damages for
- 5.1.1 loss of or damage to any other vessel or property on any other vessel
 - 5.1.2 delay to or loss of use of any such other vessel or property thereon
 - 5.1.3 general average of, salvage of, or salvage under contract of, any such other vessel or property thereon, where such payment by the Assured is in consequence of the Vessel hereby insured coming into collision with any other vessel.
- 5.2 The indemnity provided by this Clause 5 shall be in addition to the indemnity provided by the other terms and conditions of this insurance and shall be subject to the following provisions:
- 5.2.1 Where the insured Vessel is in collision with another vessel and both vessels are to blame then, unless the liability of one or both vessels becomes limited by law, the indemnity under this Clause 8 shall be calculated on the principle of cross-liabilities as if the respective Owners had been compelled to pay to each other such proportion of each other's damages as may have been properly allowed in ascertaining the balance or sum payable by or to the Assured in consequence of the collision.
 - 5.2.2 In no case shall the Underwriters' total liability under Clauses 5.1 and 5.2 exceed their proportionate part of the insured value of the Vessel hereby insured in respect of any one such collision.
- 5.3 The Underwriters will also pay the legal costs incurred by the Assured or which the Assured may be compelled to pay in contesting liability or taking proceedings to limit liability, with the prior written consent of the Underwriters.

EXCLUSIONS

- 5.4 Provided always that this Clause 5 shall in no case extend to any sum which the Assured shall pay for or in respect of
- 5.4.1 removal or disposal of obstructions, wrecks, cargoes or any other thing whatsoever
 - 5.4.2 any real or personal property or thing whatsoever except other vessels or property on other vessels
 - 5.4.3 the cargo or other property on, or the engagements of, the insured Vessel
 - 5.4.4 loss of life, personal injury or illness
 - 5.4.5 pollution or contamination of any real or personal

4. 轉讓

本保險或其利益或依本保險得支付或應支付任何金錢之轉讓，保險人不受其拘束或認諾，然被保險人及再轉讓之讓與人以簽署記載日期之保險轉讓書或利益轉讓通知批註於本保險單，且於保險人支付任何賠償或退還保險費前已將該批註附加於保險單上者除外。

5. 碰撞責任

- 5.1 因被保險人依法應負責賠償下列事項以作為損害賠償時，就被保險人已賠付任何他人或數人之任何款項或數款項，保險人同意補償被保險人：
- 5.1.1 任何其他船舶或其上財物之毀損或滅失
 - 5.1.2 任何該其他船舶或其上財物之遲延或喪失使用
 - 5.1.3 任何該其他船舶或其上財物之共同海損、救助或契約救助而該被保險人應付之數額係由於被船舶與任何其他船舶碰撞所致。
- 5.2 本第 5 條之補償係本保險其他條款或條件之補償以外另外之補償，此補償須遵守下列規定：
- 5.2.1 被保險船舶與其他船舶碰撞而雙方互有過失時，除一方或雙方船舶之責任應受法律限制外，依本 8 條之補償應按，如同個別船舶所有人已經被迫互相依過失比例賠付對方應獲取之損害賠償般之交叉責任原則計算，以確定被保險人因碰撞所生應付或應收之餘額或數額。
 - 5.2.2 任何情況下保險人依本第 5.1 及 5.2 條每一次碰撞之全部責任不超過被保船舶投保金額之比例部份。
- 5.3 經保險人書面同意，保險人亦會給付被保險人所發生，或被迫抗辯責任或進行限制責任訴訟而支付之法律費用。
- 除外規定：
- 5.4 本第 5 條無論如何不包括下列被保險人應賠付或與其有關之任何款項
- 5.4.1 障礙物、殘骸、貨物或其他物品之移除或處置
 - 5.4.2 非其他船舶或其上財物之任何不動產、動產或物品
 - 5.4.3 被保險船舶上之貨物或其他財物或其所承諾之約定
 - 5.4.4 人身之死亡、受傷或患病
 - 5.4.5 任何不動產、動產、或物品之

property or thing whatsoever (except other vessels with which the insured Vessel is in collision or property on such other vessels).

汙染或汙損或其威脅(但與被保險船舶碰撞之其他船舶除外)。

6. SISTERSHIP

Should the Vessel hereby insured come into collision with or receive salvage services from another vessel belonging wholly or in part to the same Owners or under the same management, the Assured shall have the same rights under this insurance as they would have were the other vessel entirely the property of Owners riot interested in the Vessel hereby insured; but in such cases the liability for the collision or the amount payable for the services rendered shall be referred to a sole arbitrator to be agreed upon between the Underwriters and the Assured.

6. 姊妹船條款

本保險所承保之船舶與全部或一部屬於同一船舶所有人所有或為相同經理人之其他船舶發生碰撞或接受其救助服務時，被保險人依本保險享有之權利與其他船舶全屬於不同船舶所有人財產般；然於此情況下，碰撞責任或救助應給付之數額應提交保險人與被保險人同意之單一仲裁人決定之。

7. Protection and Indemnity

7.1 The Underwriters agree to indemnify the Assured for any sum or sums paid by the Assured to any other person or persons by reason of the Assured becoming legally liable, as owner of the Vessel, for any claim, demand, damages and/or expenses, where such liability is in consequence of any of the following matters or things and arises from an accident or occurrence during the period of this insurance :

7.1.1 loss of or damage to any fixed or movable object or property or other thing or interest whatsoever, other than the Vessel, arising from any cause whatsoever in so far as such loss or damage is not covered by Clause 5

7.1.2 any attempted or actual raising, removal or destruction of any fixed or movable object or property or other thing, including the wreck of the Vessel, or any neglect or failure to raise, remove or destroy the same

7.1.3 liability assumed by the Assured under contracts of customary towage for the purpose of entering or leaving port or maneuvering within the port during the ordinary course of trading

7.1.4 loss of life, personal injury, illness or payments made for life salvage

7.1.5 liability under Clause 1(a) of the Lloyd's Standard Form of Salvage Agreement in respect of unsuccessful, partially successful, or uncompleted services if and to the extent that the salvor's expenses plus the increment exceed any amount otherwise recoverable under the Agreement, also liability for special compensation payable under Article 14 of the International Convention on Salvage 1989 or under that Article as incorporated in Lloyd's Standard Form of Salvage Agreement 1990.

7.2 The Underwriters agree to indemnify the Assured for any of the following arising from an accident or occurrence during the period of this insurance:

7.2.1 the additional cost of fuel, insurance, wages, stores, provisions and port charges reasonably incurred solely for the purpose of landing from the Vessel sick or injured persons or stowaways, refugees, or persons saved at sea

7. 防護及補償

7.1 因被保險人處於船舶所有人地位依法應負責賠付於保險期間之任一意外事件或事故及下列事項或事故所致任何求償、要求、損害賠償及或費用之責任時，就被保險人已賠付任何他人或數人之任何款項或數款項，保險人同意補償被保險人：

7.1.1 任何原因所致對船舶以外之任何固定或浮動物體或財物或其他物件或利益之毀損滅失，然僅限於第5條所不承保之毀損滅失為限

7.1.2 企圖或實際浮起、移除或摧毀任何固定或浮動物體或財物或其他物件，包括船舶之殘骸，或浮起移除或摧毀之任何過失或疏失

7.1.3 於一般貿易過程中為進港、離港或移港目的所定通常拖帶契約下被保險人所承負之責任

7.1.4 人命喪失、受傷、患病或人命救助之報酬

7.1.5 依勞依茲救助契約標準格式第1條a項有關不成功或部份成功或未完成救助服務應支付給救助人之費用加上依該契約可請求任何數額之增加部份之責任，以及依1989年海難救助國際公約第14條或將該條款併入之1990年勞依茲標準救助契約格式應支付之特別補償金責任。

7.2 保險人同意補償被保險人於保險期間發生任一事件或事故所致：

7.2.1 完全為使船上患病受傷人員或偷渡客、難民或海上救起之人安排上岸之目的合理發生之額外油料、保險、薪津、物料、

- 7.2.2 additional expenses brought about by the outbreak of infectious disease on board the Vessel or ashore
- 7.2.3 fines imposed on the Vessel, on the Assured, or on any Master Officer crew member or agent of the Vessel who is reimbursed by the Assured, for any act or neglect or breach of any statute or regulation relating to the operation of the Vessel, provided that the Underwriters shall not be liable to indemnify the Assured for any fines which result from any act neglect failure or default of the Assured their agents or servants other than Master Officer or crew member
- 7.2.4 the expenses of the removal of the wreck of the Vessel from any place owned, leased or occupied by the Assured
- 7.2.5 legal costs incurred by the Assured, or which the Assured may be compelled to pay, in avoiding, minimizing or contesting liability with the prior written consent of the Underwriters.

Exclusions

- 7.3 Notwithstanding the provisions of Clauses 7.1 and 7.2 this Clause 7 does not cover any liability cost or expense arising in respect of:
 - 7.3.1 any direct or indirect payment by the Assured under workmen's compensation or employers' liability acts and any other statutory or common law, general maritime law or other liability whatsoever in respect of accidents to or illness of workmen or any other persons employed in any capacity whatsoever by the Assured or others in on or about or in connection with the Vessel or her cargo materials or repairs
 - 7.3.2 liability assumed by the Assured under agreement expressed or implied in respect of death or illness of or injury to any persons employed under a contract of service or apprenticeship by the other party to such agreement
 - 7.3.3 punitive or exemplary damages, however described
 - 7.3.4 cargo or other property carried, to be carried or which has been carried on board the Vessel but this Clause 7.3.4 shall not exclude any claim in respect of the extra cost of removing cargo from the wreck of the Vessel
 - 7.3.5 property, owned by builders or repairers or for which they are responsible, which is on board the Vessel
 - 7.3.6 liability arising under a contract or indemnity in respect of containers, equipment, fuel or other property on board the Vessel and which is owned or leased by the Assured
 - 7.3.7 cash, negotiable instruments, precious metals or stones, valuables or objects of a rare or precious nature, belonging to persons on board the Vessel, or non-essential personal effects of any Master, Officer or crew member
 - 7.3.8 fuel, insurance, wages, stores, provisions and port charges arising from delay to the Vessel while awaiting a substitute for any Master, Officer or crew member
 - 7.3.9 fines or penalties arising from overloading or illegal fishing
 - 7.3.10 general average, sue and labour and salvage charges,

糧食供應及港口費用

- 7.2.2 船上或岸上爆發傳染性疾病所生之額外費用
- 7.2.3 任何有關船舶營運之行為或過失或違反相關法律規章而課以船舶、船長或被保險人應對其賠償之任何船長船副船員或船舶代理行之罰金，然保險人不負責補償除船長船副或船員外之被保險人、被保險人之代理人或受雇人之任何疏忽或過錯所致之任何罰金
- 7.2.4 從被保險人所有、租用或佔用之任何處所移除船舶殘骸之費用
- 7.2.5 被保險人所生之法律費用或被保險人為避免、減輕或責任抗辯而被迫支付並經保險人事先書面同意之法律費用。

除外規定

- 7.3 第7條第7.1項及7.2項不承保下列事項所致生之任何責任費用或開支：
 - 7.3.1 被保險人依工人賠償法或雇用人責任法或其他任何制定法或普通法或一般海事法或由於任何工人或任何其他受雇於被保險人或其他人從事有關或關於船舶或其貨物、物料或修理意外事件之其他責任所為直接或間接之賠償
 - 7.3.2 依雇用契約受雇之任何人或實習人員死亡受傷或患病，被保險人依該契約之明示或默示協議所應承負之責任
 - 7.3.3 任何型態之懲罰性損害賠償
 - 7.3.4 船上所運載或即將運載或已經運載之貨物或其他財物，然對於從船舶殘骸上移除貨物之額外費用，本7.3.4款除外規定不予適用
 - 7.3.5 造船廠或修理廠所屬或其應負責置放於船上之財物
 - 7.3.6 有關被保險人所有或所租用之貨櫃、設備、油料或船上其他財物之補償性契約所生之責任
 - 7.3.7 屬於船上人員所有之現金、可轉讓債券、貴重金屬或礦石、高價品或具稀有貴重本質之物品、或任何船長船副或船員之非基本個人行李
 - 7.3.8 船舶為等候任何替代船長船副或船員之人員耽擱所生之油料、保險費、薪津、物料、糧食供應及港口費用
 - 7.3.9 超載或非法釣魚之罰金或罰款
 - 7.3.10 由於船舶協議價值及或投保金額不適當而無法求償之共同

salvage, and/or collision liability to any extent that they are not recoverable by reason of the agreed value and/or the amount insured in respect of the Vessel being inadequate

7.4 The indemnity provided by this Clause 7 shall be in addition to the indemnity provided by the other terms and conditions of this insurance.

7.5 Where the Assured or the Underwriters may or could have limited their liability the indemnity under this Clause 7 in respect of such liability shall not exceed Underwriters' proportionate part of the amount of such limitation.

8. DEDUCTIBLE

no claim arising from a peril insured against shall be payable under this insurance unless such claim, or the aggregate of all such claims arising out of each separate accident or occurrence (including claims under Clauses 5 and 7), exceeds _____ in which case this sum shall be deducted.

9. RETURNS FOR CANCELLATION

To return pro rata monthly net for each uncommenced month if this insurance be canceled either by agreement or by the operation of Clause 3 provided that a total loss of the Vessel, whether by insured perils or otherwise, has not occurred during the period of this insurance or any extension thereof.

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

10. NOTICE OF CLAIM

10.1 prompt notice must be given to the Underwriters of every casualty event upon the Assured which may give rise to a claim under this insurance and of every event or matter which may cause the Assured to incur liability costs or expense for which he may be insured under this insurance.

10.2 the Assured shall not admit liability for or settle any claim for which he may be insured hereunder without the prior written consent of the Underwriters.

11. LICENCE TO TRADE

The Insured Vessel will be covered as per the limitation as specified in the Policy, but if a claim arises from which Assured are denied the right to limit liability because the Insured Vessel was not employed as permitted under licence, then the Assured will only recover from the Underwriter that amount representing the limitation fund had it applied (or the policy limit if lesser). Fine, if any, for employment or carrying cargoes and/or passengers other than those permitted by the insured Vessel license would not be recoverable from the Underwriters.

海損、損害防阻及救助費用、
救助、及或碰撞責任

7.4 本第 7 條所提供之補償應為本保險其他條件及條款所提供之補償以外之補償。

7.5 如被保險人或保險人或得或能主張限制其責任時，有關該責任依本第 7 條之補償，不應超過保險人就該責任限制下之比例部分。

8. 自負額

除所有單一意外或事故累計之求償(包括第 5 及第 7 條之求償)超過_____外，本保險不賠付承保危險所致之求償，於超過之情形下，此金額應予扣除。

9. 解約退費

本保險如經雙方同意解除或依第 3 條而解除，應就未到期月份按比例退還淨保費，然以船舶在本保險期間或本保險之延長期間內未發生全損為限，無論該全損是否為承保危險所致。

下列條款應有至上效力，其應優先適用本保險任何與其不相一致之規定。

10. 求償通知

10.1 被保險人得依本保險提出求償之任何意外事故，以及會使被保險人承擔本保險所承保之責任、成本或費用之任何事故或事件時，應立即通知保險人。

10.2 無保險人事先書面同意，被保險人不得承認或解決任何本保險可能承保之責任或求償。

11. 貿易許可

被保險船舶得依本保單所載明之限額予以承保，然如某求償之發生，被保險人因被保險人非受雇於許可之貿易而被否認其得主張責任限制之權利時，則被保險人僅得向保險人求償本得應適用之責任限額(或保單所載限額，採較低者)。除被保險船舶受許可貿易以外，如因受雇或運載貨物及或旅客而發生任何罰款時，均不得向保險人求償。

12. UNREASONABLE CONDUCT

The Underwriters may reject or reduce any recovery by the Assured where in their sole discretion they determine that the Assured has not taken such steps before, at the time of, during or after the incident giving rise to the subject liability, costs or expenses, to protect his interests as the Underwriters would have expected an uninsured person acting reasonably in similar circumstance to have taken.

13. WAR EXCLUSION

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

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

14. STRIKES EXCLUSION

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

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

15. MALICIOUS ACTS EXCLUSION

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

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

16. NUCLEAR EXCLUSION

In no case shall this insurance cover loss damage liability or expense arising from any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

17. RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE

17.1 In no case shall this insurance cover loss damage liability or

12. 不合理作為

保險人以其意見裁量認為被保險人於導致承保責任、成本或費用之事件發生前、發生當時、發生期間或發生後、未採行保險人可合理期待一未投保之人於類似情況下所合理採取保護其利益之措施時，保險人得拒絕或減少被保險人之任何求償請求。

13. 戰爭除外

本保險不承保以下原因所致之滅失、毀損、責任或費用：

- 13.1 戰爭、內戰、革命、叛亂、暴動、或前述各項所生之民爭或由或抵抗敵對勢力之任何戰爭行為
- 13.2 捕獲、查扣、拘押、禁制或扣留(船員惡意不法及海盜行為除外)及其任何後果或任何威脅
- 13.3 棄置之水雷、魚雷、炸彈或其他棄置之戰爭武器。

14. 罷工除外

本保險不承保以下原因所致之滅失、毀損、責任或費用：

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

15. 惡意行為除外

本保險不承保以下原因所致之滅失、毀損、責任或費用：

- 15.1 炸藥爆炸
 - 15.2 任何戰爭武器
- 及任何人員之惡意行為或具政治動機所為之人所致。

16. 核子除外

本保險不承保由於原子、核子分裂或融合之戰爭武器、或其他類似反應、或放射性戰爭武器所致之滅失毀損責任或費用。

17. 放射性污染除外

17.1 於任何情況下，本保險均不承保由

expense directly or indirectly caused by or contributed to by or arising from

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

18. SPECIALIST OPERATION EXCLUSION

18.1 Unless previously agreed in writing there shall be no recoveries in respect of liabilities, costs and expenses incurred by the Assured during the course of performing specialist operation including but not limited to dredging, blasting, pile-driving, well stimulation, cable pipelaying, construction, installation or maintenance work, core sampling, depositing of spoil, professional oil spill response or professional oil response training, or salvage (but excluding fire-fighting) to the extent that such liabilities, costs and expenses arises as a consequence of:

- 18.1.1 Claims brought by any party for whose benefit the work has been performed, or by any third party (whether connected with any party whose benefit the work has been performed or not), in respect of the specialist nature of the operations,
- 18.1.2 The failure to perform such specialist operations by the Assured or the fitness for purpose and quality of the Assured's work,
- 18.1.3 Any loss of or damage to the contract work.

19. ILLEGAL HAZARDOUS OR IMPROPER ADVENTURES

No claim shall be recoverable from the Underwriters if it arises out of or is consequent upon an insured vessel carrying Contraband Blockade or being employed in an unlawful trade, or if the Underwriters having regard to all the circumstance shall be of the opinion that the carriage, trade, voyage or any activity on board or in connection with the insured vessel, was imprudent, unsafe, unduly hazardous or improper.

於下列事項直接或間接所致或所生或所引起之毀損、滅失、責任或費用：

- 17.1.1 從核子燃料或廢料、核子燃料燃燒而來之離子輻射或放射性污染
- 17.1.2 任何核子設施、反應爐或其他核子裝備或其核子組件之放射性、具毒性、爆炸性或其他危險或污染性之財產
- 17.1.3 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。

18. 專業作業除外

18.1 除另有事先書面同意外，被保險人於從事下列專業作業期間，包括但不限於疏浚、爆破、打樁、掘井、安放、維護或移除電纜或管路、岩心取樣、挖掘物儲放、專業溢油應變或專業溢油應變訓練、或海難救助(但不包括消防救火)所生之責任、成本及費用，就下列所生責任、成本及費用之範圍，本保險不予以補償：

- 18.1.1 代表所履行工作之利益之任何人或任何第三人(無論是否與該履行工作之利益有所關連)就有關該專業作業之性質所提出之求償，
- 18.1.2 被保險人疏於履行該專業作業或疏於使被保險人工作合於使用及所需品質，
- 18.1.3 工作物之任何毀損滅失。

19. 非法、危險或不當冒險

被保險船舶載運違禁品、突破封鎖或被用於非法交易或保險人於考量所有情況後，認為其運送、交易或航程是輕率、不安全、非常危險或不適當所生或所致之求償，不得向保險人請求賠償。