

協會戰爭及罷工條款 船體-定時

1/11/95

本保險依據英國法律及慣例
(僅與新海上保單格式一起使用)

INSTITUTE WAR AND STRIKES CLAUSES HULLS-TIME

This insurance is subject to English law and practice
(For Use Only With The Current Mar Policy Form)

War-ITC-1995

1/11/95

1. PERILS

Subject always to the exclusions hereinafter referred to, this insurance covers loss of or damage to the Vessel caused by

- 1.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
- 1.2 capture seizure arrest restraint or detainment, and the consequences thereof of any attempt thereat
- 1.3 derelict mines torpedoes bombs or other derelict weapons of war
- 1.4 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
- 1.5 any terrorist or any person acting maliciously or from a political motive
- 1.6 confiscation or expropriation.

2. INCORPORATION

The Institute Time Clauses-Hulls 1/11/95 (including 3/4ths Collision Liability Clause amended to 4/4ths) except Clauses 1.4, 2, 3, 4, 5, 6, 12, 22.1.8, 23, 24, 25, 26 and 27 are deemed to be incorporated in this insurance in so far as they do not conflict with the provisions of these clauses. Held covered in case of breach of warranty as to towage or salvage services provided notice be given to the Underwriters immediately after receipt of advices and any additional premium required by them be agreed.

1. 承保風險

於適用後列除外規定之情況外，本保險承保下列事項所致船舶之滅失毀損：

- 1.1 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
- 1.2 捕獲、查扣、拘押、禁制或扣留及其任何後果或任何威脅
- 1.3 棄置之水雷、魚雷、炸彈或其他棄置之戰爭武器
- 1.4 罷工工人、閉廠工人或參與勞動紛爭之人、騷亂或民亂
- 1.5 任何恐怖份子或任何惡意所為或基於政治動機所為之人
- 1.6 沒入或徵購。

2. 併合條款

協會定時船體條款 1/11/95(包括四分之三碰撞責任條款修訂為四分之四碰撞責任)除第 1.4、2、3、4、5、6、12、22.1.8、23、24、25、26 及 27 條以外之條款，與本保險無抵觸之處，視為併入本保險。違反有關拖帶或救助服務之擔保時，於接獲通知後立即告知保險人並同意保險人所要求之額外保費則仍續保之。

3. DETAINMENT

In the event that the Vessel shall have been the subject of capture seizure arrest restraint detainment confiscation or expropriation, and the Assured shall thereby have lost the free use and disposal of the Vessel for a continuous period of 12 months then for the purpose of ascertaining whether the Vessel is a constructive total loss the Assured shall be deemed to have been deprived of the possession of the Vessel without any likelihood of recovery.

4. NOTICE OP CLAIM AND TENDER

In the event of accident whereby loss or damage may result in a claim under this insurance, notice must be given to the Underwriters promptly after the date on which the Assured, Owners or Managers become or should have become aware of the loss or damage and prior to survey so that a surveyor may be appointed if the Underwriters so desire. If notice is not given to Underwriters within twelve months of that date unless the Underwriters agree to the contrary in writing, the Underwriters will be automatically discharged from liability for any claim under this insurance in respect of or arising out of such accident or the loss or damage.

5. EXCLUSIONS

This insurance excludes

- 5.1 loss damage liability or expense arising from
 - 5.1.1 the outbreak of war (whether there be a declaration of war or not) between any of the following countries: United Kingdom, United States of America, France, the Russian Federation, the People's Republic of China
 - 5.1.2 requisition, either for title or use, or pre-emption
 - 5.1.3 capture seizure arrest restraint detainment confiscation or expropriation by or under the order of the government or any public or local authority of the country in which the Vessel is owned or registered
 - 5.1.4 arrest restraint detainment confiscation or expropriation under quarantine regulations or by reason of infringement of any customs or trading regulations
 - 5.1.5 the operation of ordinary judicial process, failure to provide security or to pay any fine or penalty or any financial cause
 - 5.1.6 piracy (but this exclusion shall not affect cover under Clause 1.4),
- 5.2 loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
 - 5.2.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - 5.2.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - 5.2.3 any weapon of war employing atomic or nuclear fission

3. 拘留

一旦船舶已經成為捕獲、查扣、拘押、禁制、扣留、沒入或徵收之標的，被保險人因此喪失對於船舶之自由使用及處置達到連續十二個月，為確定船舶是否已經推定全損之目的，被保險人應視為已經被剝奪船舶之所有權而無任何回復之希望。

4. 求償及招標通知

意外事故所致毀損滅失依本保險有求償可能時，於被保險人、船舶所有人或經理人已知或應該該滅失或毀損後，及於公證前應立即通知保險人，俾使保險人於其認為需要時可指定公證人。如未於該日起十二個月內通知保險人且除非保險人另有相反之書面同意，保險人將自動解除其對於該意外或毀損滅失有關或所致而依本保險可得求償之責任。

5. 除外不保事項

本保險除外不保

- 5.1 下列事項所生之滅失、毀損、責任或費用
 - 5.1.1 下列任何國家間爆發戰爭(無論是否有無宣戰): 英國、美國、法國、蘇聯、中國
 - 5.1.2 徵用或優先承購
 - 5.1.3 船舶所有權國或登記國政府或任何公眾或當地主管官署所為或下令之捕獲、強占、拘押、禁制、扣留、沒入或徵收
 - 5.1.4 依檢疫法規或由於違反任何關稅或貿易規章之拘押、禁制、扣留、沒入或徵收
 - 5.1.5 一般司法程序之運作，疏於提供擔保或支付任何罰金或罰款或任何財務原因
 - 5.1.6 海盜 (然此除外項目不影響條款 1.4 之承保)
- 5.2 由下列原因直接或間接所生或所致之滅失、毀損、責任或費用-
 - 5.2.1 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
 - 5.2.2 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
 - 5.2.3 任何運用原子或核子分裂及或

- and/or fusion or other like reaction or radioactive force or matter.
- 5.3 loss damage liability or expense covered by the Institute Time Clauses-Hulls 1/11/95 (including 3/4ths Collision Liability Clause amended to 4/4ths) or which would be recoverable thereunder but for Clause 12 thereof,
- 5.4 any claim for any sum recoverable under any other insurance on the Vessel of which would be recoverable under such insurance but for the existence of this insurance,
- 5.5 any claim for expenses arising from delay except such expenses as would be recoverable in principle in English law and practice under the York-Antwerp Rules 1994.

融合或其他類似反應或放射力或物質之戰爭武器。

- 5.3 協會定時船體條款 1/11/95(包括四分之三碰撞責任條款修訂為四分之四碰撞責任)所承保或依其第 12 條可求償之滅失、毀損、責任或費用，
- 5.4 依船舶任何其他保險或因本保險而存在之保險可求償任何數額之任何求償，
- 5.5 遲延所生費用之任何求償，然該費用依英國法原則或依 1994 年約克安特衛普規則可求償者除外。

6. TERMINATION

- 6.1 This insurance may be cancelled by either the Underwriters or the Assured giving 7 days notice (such cancellation becoming effective on the expiry of 7 days from midnight of the day on which notice of cancellation is issued by or to the Underwriters). The Underwriters agree however to reinstate this insurance subject to agreement between the Underwriters and the Assured prior to the expiry of such notice of cancellation as to new rate of premium and/or conditions and/or warranties.
- 6.2 Whether or not such notice of cancellation has been given this insurance shall TERMINATE AUTOMATICALLY
- 6.2.1 upon the outbreak of war (whether there be a declaration of war or not) between any of the following countries:
United Kingdom, United States of America, France, the Russian Federation, the People's Republic of China
- 6.2.2 in the event of the Vessel being requisitioned, either for title or use.
- 6.3 In the event either of cancellation by notice or of automatic termination of this insurance by reason of the operation of this Clause 6, or of the sale of the Vessel, pro rata net return of premium shall be payable to the Assured.

6. 終止

- 6.1 本保險得經保險人或被保險人以七日通知而解除(此解約於保險人簽發或收到該解約通知當日午夜起屆滿七天時發生效力)。於保險人及被保險人於該解約通知期滿前達成有關新保險費率及或條件及或擔保之協議時，保險人同意回復本保險。
- 6.2 於下列情況發生時，無論有無為解約通知，本保險均自動解約：
- 6.2.1 任何下列國家間爆發戰爭(無論宣戰與否)：
英國、美國、法國、蘇聯、中國
- 6.2.2 船舶被徵用時，無論為所有權或使用權之徵用。
- 6.3 因第 6 條而有解約或自動終止或船舶出售時，保險費應按淨比例退還被保險人

This insurance shall not become effective if, subsequent to its acceptance by the Underwriters and prior to the intended time of its attachment, there has occurred any event which would have automatically terminated this insurance under the provisions of Clause 6 above.

本保單於保險人接受後而於預定起保時間前如有發生本保單前述第 6 條所規定之自動終止事件發生時，本保險不生效力。