

協會抵押權人利益條款－船體

(30/05/1986)

本契約適用英國法律及實務

Institute Mortgagees Interest Clauses – Hulls

(30/05/1986)

This contract is subject to English law and practice.

Mortgagee-1986

Cl. 337

1. SUBJECT-MATTER INSURED

1.1 This contract commences; and is to insure, subject to the conditions stated herein, in interest of..... as first mortgagees, in vessels to be declared for periods not in excess of 12 months each declaration.

1.2 This contract does not cover the interest of any other party and is not assignable or otherwise transferable.

2. DECLARATIONS

Subject to the provisions of Clause 3 it is a conditions of this contract that the Assured must declare, without exception, and the Underwriters must accept, all interest by way if first mortgage in any vessel or vessels, giving provisional notice to the name(s) of the vessel(s) and their owner(s) and the amount(s) of the loan(s).

3. SUM INSURED

This contract is for an open amount not to exceedin respect of any one vessel unless specially agreed. In the event of loss after provisional but before final declaration the basis of valuation shall be the amount of the loan not exceeding the sound market value of the vessel at the time of the granting of the loan.

4. WARRANTIES

It is warranted in respect of each vessel that :

4.1 Hull and Machinery Policies on terms equivalent to Institute Time Clauses Hulls or American Institute Hull Clauses and where applicable Increased Value Policies equivalent to Institute Time Clauses – Hulls Disbursements and Increased

1. 保險標的

1.1 本保險於_____起保；且於適用本保單規定之情況下，謹此承保身為稍後聲明之船舶之第一抵押權人_____之利益，該每一聲明期間不應超過 12 個月。

1.2 本保險不承保任何其他人之利益，且不得讓與或移轉。

2. 聲明

於適用第 3 條規定之情況下，被保險人應無任何例外之聲明，且保險人必須接受於任一船舶或數船舶之第一順位抵押業已給予有關該船舶之船名、其船舶所有人及貸款金額之臨時通知時之所有利益。

3. 投保金額

除經特別協議外，本保單為數額未定，惟不超過任一船舶_____元。暫時宣告後，最後宣告前，如發生任何損失，價值基礎應為貸款金額，然不應超過該船舶於給予貸款之時之完好市價。

4. 擔保

就任一船舶，謹此擔保：

4.1 船體及機器保單係以等同於協會定時船體條款或美國協會船體條款，及於適用時，等同於協會定時條款-船體費用及增值(僅賠全損，包括超額責

Value (Total Loss Only including Excess Liabilities) or American Institute Increased Value and Excess Liabilities Clauses, also War Risks policies equivalent to Institute War and Strikes Clauses Hulls – Time and full Protection and Indemnity Risks (hereafter referred to as "Owners' policies and Club Entries") have been taken out and shall be maintained throughout the currency of this contract.

4.2 The Owners' Policies and Club Entries, warranted in 4.1 above, shall be taken out and maintained in respect of each vessel at all times for an insured value and limit of liability not less than the amount insured hereunder or the amount of the outstanding loan.

4.3 Each of the Owners' Policies and Club Entries is endorsed to the extend of the Assured's interest.

5. CHANGE OF OWNERSHIP OR CONTROL

This insurance will terminate automatically at the time of any change of ownership, management or control, of which the Assured hereunder has knowledge or privity, unless the Assured gives prompt notice of such change in writing to the Underwriters hereon and agrees to pay an additional premium, if required.

6. INDEMNITY

6.1 This contract is to indemnify the Assured for loss resulting from loss of or damage to or liability of each vessel which is prima facie covered by the Owners' Policies or Club Entries but in respect of which there is subsequent non-payment (or reduced payment which is approved in advance by the Underwriters hereon):

6.1.1 by reason of any act or omission of any one or more of the Owners, Operators, Charterers or Managers of the vessel or their servants or agents including breach or alleged breach of warranty or condition whether expressed or implied or nondisclosure or alleged non-disclosure of any fact or circumstances of any kind whatsoever.

6.1.2 by virtue of any alleged deliberate, negligent or accidental act or omission or any knowledge or privity of any one or more of the Owners, Operators, Charterers or Managers of the vessel or their servants or agents, including the deliberate or negligent casting away or damaging of the vessel or the vessel being unseaworthy.

6.2 The cover provided under Clause 6.1 above shall only apply while any such act, omission, non-disclosure, breach of warranty or conditions, knowledge or privity occurs or exists without the privity of the Assured.

6.3 The indemnity payable hereunder shall be an amount equal to whichever shall be at least of

6.3.1 the unrecoverable claim or part thereof under Owners' Policies and/or Club Entries

任)或美國協會增值及超額責任條款，及於戰爭風險保單時，等同於協會戰爭及罷工船體定時條款及完全的防護及補償風險(以下稱為"船舶所有人保單及協會入會證明")應已投保且於本保單所有期間均應予以保持。

4.2 於前述第 4.1 條所擔保，有關任一船舶應予以投保之船舶所有人保單及協會入會證明，於本保險整個期間應保持某投保金額，並限制其責任不低於下列投保金額或於抵押船舶擔保範圍內之到期應支付貸款金額。

4.3 任一船舶所有人保單及防護補償協會入會證明應批註擴大承保被保險人之利益。

5. 船舶所有權或控制權之變更

本保險於被保險人對抵押船舶之所有權、船旗、經理或控制權之變更知曉或知情之時起，應自動終止，然被保險人立即將該變更書面通知並同意支付附加保費(若有要求)者除外。

6. 賠償

6.1 本保單賠償被保險人因任一船舶為船舶所有人保單或協會入會證明所初步承保之滅失或毀損或責任所致，然因下列事由而後來無法獲賠償之損失(或保險人事先同意之減額賠償)：

6.1.1 因該船舶之所有人、營運人、租傭船人或經理人、或其受雇人或代理人之一或多人之任何作為或不作為，包括違反或被主張違反無論是否為明示或默示之擔保或條款，或未告知或任何事實或任何類型情況之未告知。

6.1.2 因該船舶之所有人、營運人、租傭船人或經理人、或其受雇人或代理人之一或多人之任何宣稱之蓄意、過失或意外作外或不作為或任何知曉或知情，包括蓄意或過失遺棄或毀損船舶或使船舶不具適航能力。

6.2 前述第 6.1 條之承保僅適用於被保險人對該任何作為、不作為、未告知、違反擔保或條件、知曉或知情之發生或存在不知情者為限。

6.3 本保單應支付之賠償金額應為等同於不低於下列事項之數額：

6.3.1 無法向船舶所有人保單及或協會入會證明求償之全部或部分

6.3.2 於依第 8 條為付款當時，依聲明

6.3.2 the outstanding indebtedness under the declared loan at the time for payment under Clause 8 hereof
6.3.3 the sum insured
provided that if the subject-matter insured is not fully insured hereunder by reason of Clause 3 or otherwise, the indemnity shall be reduced in proportion to the under-insurance.

貸款尚未繳清之欠款
6.3.3 投保金額
然保險標的因第 3 條或其他規定而未足額投保者，本賠償應依不足額保險比例減少。

7. EXCLUSIONS

- 7.1 Excluding the Assured's legal costs and expense incurred in relation to any claim under Hull Policies and/or Club Entries.
- 7.2 In no case shall this insurance cover loss damage liability or expenses arising from:
- 7.2.1 the relevant Owners' Policies or Club Entries having been lawfully terminated by the Underwriters thereof due to non-payment of premium or call
- 7.2.2 insolvency or financial default of any of the Underwriters of the Owners' Policies or Club Entries
- 7.2.3 inability of any party to transmit funds
- 7.2.4 any fluctuation in exchanges rates
- 7.2.5 the operation of any franchise deductible or provision for self-insurance.

7. 除外條款

- 7.1 除外不保被保險人於船體保單及或協會入會證明之任何求償所生之法律費用及開支。
- 7.2 於任何情況下，本保險均不承保下列事項所致之損失、損害、責任或費用：
- 7.2.1 因未支付保費或協會攤付金，而使船舶所有人保單或協會入會證明之保險人依法終止該保單或入會證明
- 7.2.2 船舶所有人保單及防護補償協會入會證明之任何保險人之破產或財務困難
- 7.2.3 任何當事人無法傳送資金
- 7.2.4 兌換率之任何波動
- 7.2.5 任何起賠額、自負額或自保條款之作用。

8. TIME FOR PAYMENT

- 8.1 There shall be deemed to be a non-payment by the Underwriters of the Owners' policies and/or Club Entries
- 8.1.1 when a final court judgement is delivered in favour of those Underwriters, or
- 8.1.2 at such earlier time as the Assured can demonstrate to the satisfaction of the Underwriters hereon that there is no reasonable prospect of the Owners and/or Assured succeeding in the claim against the Underwriters of the Owners' Policies and/or Club Entries. In the event of disagreement between the Assured and the Underwriters hereon this shall be referred to a sole arbitrator to be agreed upon between the Underwriters hereon and the Assured.
- 8.2 Thereafter the Assured shall formally present their claim hereunder and any amount recoverable hereunder shall be payable within three calendar months of the date which the Assured shall have presented their properly documented claim to the Underwriters of this contract.

8. 支付期限

- 8.1 下列情況視為船舶所有人保單及或協會入會證明之保險人未予理賠：
- 8.1.1 於法院最後判決判定有利於保險人，或
- 8.1.2 於稍早期間，被保險人能充分向保險人證明船舶所有人及或被保險人向船舶所有人保單及或協會入會證明之保險人之求償已無成功之合理期待。被保險人與保險人間有關此點之任何爭議，應提交給保險人及被保險人所同意之單一仲裁人裁定之。
- 8.2 此後，被保險人應正式提出其於本保單下之求償，且依本保單可得請求之數額應於被保險人提交適當求償文件給本保單保險人之日起三個曆月內支付之。

9. SUBROGATION

- 9.1 Upon payment to the Assured of a claim hereunder the Underwriters shall be subrogated to all rights and remedies of the Assured in respect of such payment.
- 9.2 It is a condition of this contract that any payment(s) by the Underwriters shall be applied by the Assured in or towards discharge or satisfaction of the outstanding indebtedness.

9. 代位權

- 9.1 於向被保險人支付賠償後，保險人應代位取得被保險人就該賠款有關之所有權利及救濟。
- 9.2 保險人所支付之任何賠償，被保險人不得用於清償或補償到期債務金額為本保險之條件。

10. DUTY OF ASSURED (SUE & LABOUR)

- 10.1 It is a condition of this insurance that the Assured shall give notice in writing to the Underwriters hereon of any circumstances which may give rise to a claim under this contract and shall thereafter keep the Underwriters fully informed of all developments.
- 10.2 It is the duty of the Assured and their servant and agents to take such measures as may be reasonable for the purpose of averting or minimising a loss which would be recoverable under this contract.
- 10.3 Except as provided in Clause 7.1 the Underwriters will reimburse charges properly and reasonably incurred by the Assured their servants or agents for such measures provided that if the subject-matter insured is not fully insured by reason of Clause 3 or otherwise, the indemnity shall be reduced in proportion to the under-insurance.
- 10.4 Measures taken by the Assured or the Underwriters with the object of averting or minimising a loss which would be recoverable under this contract shall not be considered as a waiver or acceptance of a claim or otherwise prejudice the rights of either party.
- 10.5 The sum recoverable under this Clause 10 shall be in addition to the loss otherwise recoverable under this contract.

11. CANCELLATION

This contract may be cancelled by either the Underwriters or the Assured giving thirty days notice in writing. Notice to commence from midnight of the day when it is issued but such cancellation shall not apply to any risks which have attached in accordance with the cover granted hereunder before the cancellation becomes effective.

12. AUTOMATIC TERMINATION AND NOTICE OF CANCELLATION – WAR AND STRIKES RISKS

Cover hereunder in respect of the risks which are covered by the Institute War and Strikes Clauses Hulls – Time 1/10/83 shall terminate

- 12.1 automatically upon the occurrence of any of the events mentioned in Clause 5.2.1 and 5.2.2 of the Termination Clause in the Institute War and Strikes Clauses Hulls – Time 1/10/83
- 12.2 in respect of any vessel
- 12.2.1 automatically in the event of the vessel being requisitioned either for title or use
- 12.2.2 7 days after the Underwriters of the Owners' War Risks Insurances or any of them have given notice of cancellation, or
- 12.2.3 7 days after the Underwriters hereon have given notice of cancellation in respect of the said risks.
- 12.3 Cancellation in accordance with Clause 12.2.2 and 12.2.3

10. 被保險人之義務(損害防阻)

- 10.1 被保險人應書面通知保險人有關依本保單可能引起求償之任何情況並向保險人報告所有進展為本保險之前提條件。
- 10.2 於任何損失或不幸時，被保險人、其僱用人及代理人有義務採取合理措施以避免或減輕依本保險得請求賠償之損失。
- 10.3 除第 7.1 條另有規定外，保險人會分擔被保險人、其僱用人或代理人為該措施適度且合理發生之費用，然如保險標的未依第 3 條或其他因素為足額投保者，本補償應依不足額保險比例減少。
- 10.4 被保險人或保險人為避免或減輕被保險標的物所採取之措施不得視為委付之放棄或承諾或有損任何一方之權利。
- 10.5 本第 10 條得請求賠償之金額應為依本保險其他得請求賠償之損失外另外之金額。

11. 解約

本保險契約得依保險人或被保險人得給予 30 天之書面解約通知而予以解除。該通知自其發送之日午夜起算，然該解約不適用於該解約生效前依本保單所承保之任何風險。

12. 自動終止及戰爭及罷工風險解約通知

本保險有關協會定時船體戰爭及罷工條款(1/10/83)所承保之風險之承保應於下列情況發生時終止：

- 12.1 依協會定時船體戰爭及罷工條款(1/10/83)終止條款第 5.2.1 及 5.2.2 條所載之任何事件發生時自動終止；
- 12.2 有關任何船舶
- 12.2.1 於船舶被徵收或徵用時自動終止
- 12.2.2 於船舶所有人戰爭風險保險之保險人之一或數人給予解約通知之 7 日後，或
- 12.2.3 本保險人就該風險給予解約通知之 7 日後。
- 12.3 依第 12.2.2 及 12.2.3 條之取消，自

shall become effective at the expiry of 7 days from midnight of the day on which the notice of cancellation is given. The Underwriters agree however to reinstate this insurance subject to the 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.

發出該取消通知 7 日後之午夜生效。然保險人同意恢復本保險，然以在此取消通知屆滿前，保險人與被保險人，就新保險費率及/或條件及/或擔保達成協定者為限。