

船體保險常用或主要的附加條款

HULL INSURANCE _ ADDITIONAL CLAUSES

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協會附加風險條款－船體

(僅使用於協會定時船體條款 1/10/83)

1/10/83

Institute Additional Perils Clauses – Hulls (1/10/83)

(For use only with the Institute Time Clauses – Hulls 1/10/83)

1/10/83

1. In consideration of an additional premium this insurance is extended to cover
 - 1.1 the cost of repairing or replacing
 - 1.1.1 any boiler which bursts or shaft which breaks
 - 1.1.2 any defective part which has caused loss or damage to the vessel covered by Clause 6.2.2 of the Institute Time Clauses-Hulls 1/10/83,
 - 1.2 loss of or damage to the Vessel caused by any accident or by negligence, incompetence or error of judgement of any person whatsoever.
 2. Except as provided in 1.1.1 and 1.1.2, nothing in these Additional Perils Clauses shall allow any claim for the cost of repairing or replacing any part found to be defective as a result of a fault or error in design or construction and which has not caused loss of or damage to the Vessel.
 - 3 The cover provided in Clause 1 is subject to all other terms, conditions and exclusions contained in this insurance and subject to the proviso that the loss or damage has not resulted from want of due diligence by the Assured, Owners or Managers. Master, Officers, Crew or Pilots not to be considered Owners within the meaning of this Clause should they hold shares in the Vessel.
1. 於支付額外保費之考量下，本保險擴大承保：
 - 1.1 下列事項之修理或更換費用
 - 1.1.1 任何破裂之鍋爐或斷裂之軸心
 - 1.1.2 任何造成依協會定時船體條款 1/10/83 第 6.2.2 條所承保之船舶毀損滅失之瑕疵零件，
 - 1.2 任何意外或任何人過失、不適任或判斷錯誤所致船舶之毀損滅失。
 2. 除前述第 1.1.1 條及 1.1.2 條之規定外，設計建造過失或錯誤之瑕疵零件如未造成船舶毀損滅失，本附加風險條款不承保該瑕疵零件修理更換之任何求償。
 3. 第 1 條所提供之承保應適用本保險所規定之所有其他條件、條款及除外規定，並應適用非被保險人、船舶所有人或經理人欠缺相當注意所致毀損滅失之但書規定。船長船副船員或引水人持有船舶股權並不被認定為本條款所指之船舶所有人。

協會附加風險條款－船體

(僅使用於協會定時船體條款 1/11/95)

1/11/95

Institute Additional Perils Clauses – Hulls (1/11/95)

(For use only with the Institute Time Clauses – Hulls 1/11/95)

1/11/95

1. In consideration of an additional premium this insurance is extended to cover
 - 1.1 the cost of repairing or replacing
 - 1.1.1 any boiler which bursts or shaft which breaks
 - 1.1.2 any defective part which has caused loss of or damage to the vessel covered by Clause 6.2.1 of the Institute Time Clauses-Hulls 1/11/95,
 - 1.2 loss of or damage to the Vessel caused by any accident or by negligence, incompetence or error of judgement of any person whatsoever.
 2. Except as provided in 1.1.1 and 1.1.2, nothing in these Additional Perils Clauses shall allow any claim for the cost of repairing or replacing any part found to be defective as a result of a fault or error in design or construction and which has not caused loss of or damage to the Vessel.
 - 3 The cover provided in Clause 1 is subject to all other terms, conditions and exclusions contained in this insurance and subject to the proviso that the loss or damage has not resulted from want of due diligence by the Assured, Owners or Managers. Master, Officers, Crew or Pilots not to be considered Owners within the meaning of this Clause should they hold shares in the Vessel.
1. 於支付額外保費之考量下，本保險擴大承保：
 - 1.1 下列事項之修理或更換費用
 - 1.1.1 任何破裂之鍋爐或斷裂之軸心
 - 1.1.2 任何造成依協會定時船體條款 1/11/95 第 6.2.1 條所承保之船舶毀損滅失之瑕疵零件，
 - 1.2 任何意外或任何人過失、不適任或判斷錯誤所致船舶之毀損滅失。
 2. 除前述第 1.1.1 款及 1.1.2 款之規定外，設計建造過失或錯誤之瑕疵零件如未造成船舶毀損滅失，本附加風險條款不承保該瑕疵零件修理更換之任何求償。
 3. 第 1 條所提供之承保應適用本保險所規定之所有其他條件、條款及除外規定，並應適用非被保險人、船舶所有人或經理人欠缺相當注意所致毀損滅失之但書規定。船長船副船員或引水人持有船舶股權並不被認定為本條款所指之船舶所有人。

仲裁條款

11/95

ARBITRATION CLAUSE

11/95

- A. All disputes and differences which may arise between the contracting parties in respect of the business ceded under this Contract or the meaning of its conditions, or the right with respect to any transaction hereunder are to be settled by an equitable rather than a strictly legal interpretation of the provisions of this Contract.
- B. Failing agreement between the parties, they shall submit to the decision of two Arbitrators, one to be named by each party and an Umpire to be chosen by the two Arbitrators before entering upon the reference. The Arbitrators and the Umpire shall be senior officials of companies and/or organisations transacting Marine Insurance or Reinsurance business.
- C. In the event of failure by one of the parties to appoint an Arbitrator within thirty (30) days after having been requested to do so, or if the Arbitrators fail within thirty (30) days of their appointment to agree upon the choice of an Umpire, such nomination shall be made by the {Response}.
- D. The Arbitrators and the Umpire shall be relieved from all judicial formalities and may abstain from following the strict rules of law. They shall construe this Contract as a mutual understanding binding in honour in accordance with fair insurance practice.
- E. The Arbitrators shall fix their own procedure, including the appointment and payment of costs. The award of the Arbitrators or Umpire, as the case may be, shall be final and binding on both parties.
- F. Any arbitration under this Contract shall take place in London, England.
- A. 契約當事人間所生有關本契約事務或其條件條款之含意或有關任何事務權利之所有爭議及歧見，除本契約條款之嚴格法律解釋外，應以衡平方式解決。
- B. 當事人未能達成協議者，應將其提交給二位仲裁人裁決，任一方指定各自之仲裁人，該二位仲裁人於互閱資料前共同擇定一公斷人。仲裁人及公斷人應為海上保險或再保險業務公司及或組織之資深主管。
- C. 如任一方未能於收到他方要求指定仲裁人之三十日內為仲裁人之指定者，或如仲裁人未於被指定後三十日內就公斷人之擇定達成協議者，即應由_____指定之。
- D. 仲裁人及公斷人得不受司法形式之拘束，且得不受限於嚴格的法律規則。其可以共同諒解方式，遵守公平的保險實務為本契約之解釋。
- E. 仲裁人得決定其自己的審理程序，包括指定及仲裁費用之支付。仲裁人或公斷人(如有)之裁定應拘束雙方當事人。
- F. 本契約之任何仲裁應於英國倫敦進行之。

受託條款

Bail Clause

In the event that the assured are required to furnish security to a third party in respect of Collision, Salvage, or General Average, prompt notice must be given to the Leading London Underwriter to enable him to make arrangements on behalf of the Assured in the most practical and cost effective manner.

Whether the security demanded to be in the form of a letter, cash or guarantee, the Leading Underwriter will be empowered to provide such security either direct to the third party, if this is acceptable or convenient, or to assist the Assured by the provision of a full back-to-back counter guarantee to (enter name of broker) or either party who may have provided the said security on behalf of the Assured.

The provision of the security by the Leading Underwriter, or any arrangements regarding security made by him, shall be binding on all following insurers subscribing to the policy(ies), who will be required to provide their own counter guarantee, for their individual market shares.

Subject, however, to the Assured agreeing to provide his own letter of counter guarantee and also subject to the agreement of any mortgagee or assignors if such prior authority has not already been obtained in the usual wording contained in the Standard Letter of Undertaking given by the Broker to the Bank.

Any costs or expenses arising out the provision of the security shall form part of the claim on insurers and shall be payable immediately upon presentation of suitable evidence from the Broker.

於被保險人被要求提供碰撞、海難救助或共同海損之擔保給第三人時，應立即通知首要的倫敦保險人，使其能以最實際及最經濟之方式代表被保險人進行安排。

無論所需之擔保係以保證書函、現金或擔保方式為之，應授權首要保險人可提供該擔保直接給該第三人，或接受或於方便時，協助被保險人以完全背對背的反擔保方式提供給_____(保險經紀人)或其他代表被保險人提供該擔保之人。

首要保險人所提供之擔保或其為擔保所為之任何安排，應拘束所有共同承保本保單之所有保險人，其應就其個別市場分擔比例，被要求提供其各自的反擔保。

如該先前的授權未以保險經紀人提供給銀行之記載一般用語之標準保證書而取得時，被保險人應同意提供其自己的反擔保書且亦應為任何抵押權人或受讓人所同意。

任何擔保之提供所生之任何成本或費用應構成對保險人求償之一部份，且於保險經紀人出示任何適當證明時即應立即支付。

白令海轉運條款

10.06.86

Bering Sea Transit Clause

10.06.86

Notwithstanding anything contained in this insurance to the contrary, it is hereby agreed that when on through voyage to or from the Far East, the insured vessel may navigate the Bering Sea provided that

- 1) The vessel has on board the appropriate Hydrographic Charts corrected up to date,
- 2) Entry is made through the Unimak pass and exit west of Buldir Island or Vice Versa and
- 3) The vessel is equipped and properly fitted with marine radar, a satellite navigator or Loran, sonic depth sounding apparatus, radio direction finder and giro compass, all fully operational and manned by qualified personnel. (Alternatively the vessel may enter or leave through The Amchitka, Amukta or Attu Passes, but only when equipped and properly fitted with marine radar, Loran, a satellite navigator, sonic depth sounding apparatus, radio direction finder, giro compass and a weather facsimile recorder, all fully operational and manned by qualified personnel).

無論本保險是否有相反規定，謹此同意於通過或進出遠東地區時，於下列情況下，被保險船舶得航行於白令海：

- 1) 船上備有適當且正確更新的水道圖，
- 2) 進入時通過 Unimak 通道，出去時通過 Buldir 島西部，或反之亦然，且
- 3) 船舶配置且適當安裝海事雷達、衛星導航或羅蘭系統、聲納探測裝置、無線電測向器及導航羅盤，並可由合格人員完全操作及使用。(另一選擇方案是，船舶得經由 The Amchitka, Amukta 或 Attu Passes 進入或離喀，但應配置且適當安裝海事雷達、衛星導航或羅蘭系統、聲納探測裝置、無線電測向器、導航羅盤及天氣傳真接收器，並可由合格人員完全操作及使用)。

白令海轉運條款

Bering Sea Transit Clause (b)

Insurance hereunder permits the insured vessel to use Bering Sea, entering through Unimak Pass and leaving west of Buldir Island or vice versa, on through voyages to and from the Far East, provide the vessel is equipped with marine radar and GPS/Loran and also sonic depth sounding apparatus and GMDSS / radio direction finder.

本保險允許被保險船舶於通過或進出遠東地區時，得以進入時通過 Unimak 通道，出去時通過 Buldir 島西部，或反之亦然，使用白令海，但船舶應配置海事雷達及衛星導航/羅蘭系統、聲納探測裝置及全球海上遇險及安全系統/無線電測向器。

保險經紀人解約條款

Brokers Cancellation Clause

Whereas (notwithstanding anything in this Policy to the contrary) credit has been given by _____ (hereinafter called the Brokers) for premiums due to them hereon it is hereby agreed between the Assured and the Brokers that in the event of the premium or any installment thereof not having been received by the Brokers as soon as it has become due to them and/or in the event of the Assured not having paid the premium or any installment thereof prior to the expiry of the fourteen days hereinafter mentioned the Brokers are hereby authorised by the Assured on the expiry of fourteen days from dispatch to the Assured or their agents of a telegram demanding payment to cancel risk under this Policy from expiry of the aforesaid fourteen days or from any later date at the sole discretion of the Brokers and on such cancellation the Underwriters shall not be responsible for accidents that can be proved to have happened after such cancellation and the Brokers may collect and retain any return premium hereon. In such case Underwriters hereby agree to cancel and return to the Brokers any premium that may have been received by Underwriters in excess of pro rata premium up to cancelling date or if the premium shall not then have been paid to the Underwriters they shall receive from the Brokers the balance of premium up to the said cancelling date. In the event of the interest hereby insured being a Total, Constructive, Arranged or Compromised total Loss from any cause whatsoever any premium (including all future installments) unpaid to the Brokers shall immediately become due and payable and Brokers shall be entitled to take credit therefore. This clause shall not prejudice or affect the Brokers lien on this Policy for any amount remaining due to them whether in connection with this Policy or otherwise or any other rights of the brokers against the Assured.

於 _____ (以下稱保險經紀人)就本保險到期應支付之保費提供信貸時(無論本保單是否有相反規定), 被保險人與保險經紀人間謹此協議, 如保險經紀人於任何保費或分期保費到期應支付時, 或任何分期保費所載日期屆滿 14 日前未支付給保險經紀人者, 被保險人謹此授權保險經紀人於向被保險人或其代理人發送 14 日請求附款之電傳通知 14 日屆滿時, 得自該 14 日屆滿時或自保險經紀人所決定之較晚日期解除本保單所承保之風險, 且於解除後, 保險人即無須負責經證明為解除以後所發生之任何事故, 且保險經紀人得收取並扣留任何返還之保費。於此情況下, 保險人謹此同意解除本契約且將保險人應返還給保險經紀人其已收取超過解約日為止之比例保費, 或保費尚未支付給保險人時, 其可向保險經紀人收取以迄該解約日以前之保費餘額。如保險利益無論因任何原因而為全損, 無論是推定全損、協議全損或假定全損, 任何未支付給保險經紀人之保費(包括所有後繳的分期保費)應立即到期且應支付給保險經紀人, 且保險經紀人有權進行信貸手續。本條款不應損及或影響保險經紀人就任何到期未支付給其之款項無論是否本保單有關或涉及保險經紀人任何得向被保險人主張之任何其他權利, 得為留置本保單之權利。

保險經紀人解約條款 Brokers' Cancellation Clause

It is hereby agreed between the Underwriters and the Assured, that in the event of the Assured, or their Agents on whose instructions insurance may have been effected, failing to pay OOO the premium or any instalment thereof on the due date, this Policy may be forthwith cancelled by _____

保險人及被保險人謹此協議, 於被保險人或受其指示之代理人, 於保險生效後, 未於保費到期日或分期保費到期日支付保費給 _____ 人者, 該 _____ 於書面通知保險人後, 得解

OOO giving to the Underwriters notice in writing and the Underwriters will thereupon return, to the Brokers through whom this policy is effected, pro rata premium from the date of notice or from such later date as cancellation may be required in the said notice. 除本保險契約，且保險人得將保費，自通知日或自該通知所提出之較晚解約日，比例返還給經手本保單之保險經紀人。

保險經紀人解約條款 Brokers Cancelling Clause

The premium having been arranged on deferred basis it is agreed between the Underwriters and the Assured that in the event of the Assured failing to pay Messrs. _____ the premium or any instalment thereof on the due date, this policy may be forthwith cancelled by Messrs. _____ giving to the Underwriters notice in writing and the Underwriters will thereupon return to the Brokers through whom this policy is effected pro rata premium from the date of notice or from such later date as cancellation may be required in said notice. 於保費經安排得為展期繳納基礎下，保險人及被保險人間謹此協議，於被保險人未於到期日支付保費或分期保費給_____人者，該_____得於書面通知保險人後，解除本保險契約，且保險人得將保費，自通知日或自該通知所提出之較晚解約日，比例返還給經手本保單之保險經紀人。

船級證明條款

(本條款優先適用於協會定時條款第4條終止)

Class Certificate Clauses

(This Clause overrides ITC Cl .4 - Termination).

“Agreed waive production of Classification Society Certificates of Maintenance of Class in respect of net claims not exceeding US\$400,000.00. Adjuster’s charges deemed not to be part of US\$400,000.00 which amount is to be net of policy deductible.”

General Average, Salvage and Special Charges to be adjusted in accordance with York/Antwerp Rules 1924, 1950 or 1974 as amended 1990, 1994 or 2004 at Owners’ option.

It is agreed that the premiums charged on any special liability insurances effected on cargo and/or other third parties due to the casualties and which are not claimable in General Average are to be payable in full by hull underwriters.

“有關不超過 40 萬美元之淨求償案件，同意放棄船級協會之船級維持證書之繳驗要求。理算師費用視為不包括在 40 萬美元內，該費用應適用保單自負額之淨額。”

共同海損、救助及特別費用應依船舶所有人之選擇，依 1924、1950 或 1974 年之 1990 年修訂、1994 或 2004 年之約克安特衛普規則理算之。

並此同意，因意外事故而針對貨物及其他第三人所投保任何特別責任保險所支付之保費，無法於共同海損項下求償者，有船體保險人全額支付之。

特別責任條款

Special Liability

It is agreed that the premiums charged on any special liability insurances effected on cargo and/or other third parties due to the casualties and which are not claimable in General Average are to be payable in full by hull underwriters.

謹此同意，因意外事故而針對貨物及其他第三人所投保任何特別責任保險所支付之保費，無法於共同海損項下求償者，有船體保險人全額支付之。

降低(宣告)條款

Condemnation Clause

“The Assured may recover for a constructive total loss where the ship is condemnable. The ship is condemnable where the total damage caused by casualties is so extensive that the cost of repairing her will amount at least to 80% of the insured value or of her value in repaired condition, at assured option.

The value of the ship in repaired condition is to be ascertained on the basis of the market values obtaining at the time when the assured submits his request to condemnation.”

“船舶被宣告為推定全損時，被保險人得請求補償。事故所致全部損失之程度，修復船舶之費用至少達投保金額的80%或船舶修復後價值(依被保險人意見決定)，船舶即得為推定全損之宣告。

船舶修復後之價值應基於被保險人請求推定全損宣告當時可取得之市價基礎估算之。”

1999年契約(第三人權利)法除外條款

Contracts (Right of Third Parties) Act 1999 Exclusion Clause

Neither this policy nor any document issued pursuant to this policy shall confer any benefit on any third parties. No third party may enforce any terms of this policy or of any provision contained in any document issued under this policy. The Contracts (Rights of Third Parties) Act 1999 is hereby expressly excluded from this policy, including the Schedule or any other document issued pursuant thereto.

This clause shall not affect the rights of the Assured (As assignee or otherwise) or the rights of any loss payee.

無論是本保單或依保單所簽發之任何文件均不賦予第三人任何利益。任何第三人均不得主張本保單任何條款或依本保單所簽發之任何文件所規定之任何事項。本保單包括保單附錄及依本保單所簽發之任何其他文件均明示排除 1999 年契約(第三人權利)法之適用。

本條款不應影響被保險人(保單受讓人或其他情況)或任何損失受款人之權利。

協會電腦攻擊除外條款

10/11/2003

Institute Cyber Attack Exclusion Clause

10/11/2003

CL 380

- 1.1 Subject only to clause 1.2 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.
- 1.2 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 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.
- 1.1 於適用下列第1.2條規定之情況下，本保險不承保直接或間接或可歸責於因任何電腦、電腦系統、電腦軟體程式、惡意密碼、電腦病毒或執行程式或任何其他電子系統之使用或操作所生或所致之毀損滅失責任或費用。
- 1.2 當本條款係附加於承保戰爭、內戰、革命、叛亂或其引起之民變或敵對武力間之任何交戰行或因恐怖活動或任何具政治動機之人之承保風險時，第1.1條即不適用於除外不保因任何武器或飛彈使用任何電腦、電腦系統或電腦軟體程式或任何其他電子系統用於發射或導引或射擊裝置所致之損失(即保單予以承保)。

海事船體電子日期辨識批單

(11 August 1998)

Marine Hull Electronic Date Recognition Endorsement

(11 August 1998)

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

1. This insurance does not cover any loss, damage, liability or expense directly or indirectly caused by or in any way in consequence of

- a) the failure or anticipated failure or inability of any computer system, software, hardware, integrated circuit, microchip, operating system and/or any other electronic device or component, whether or not correctly, unambiguously or completely to assign, exchange, interpret, manipulate, process, recognize, sequence or transfer any time, year, date or date-like code, date or information.
- b) any implemented or attempted change or modification or test of any computer system, software, hardware, integrated circuit, microchip, operating system and/or any other electronic device or component, whether or not belonging to or in possession to any third party, in anticipation of or in response to any change of year, date or time, or any advise given or services performed in connection with any such change or modification.
- c) any non-use or unavailability for use of any property or equipment of any kind whatsoever resulting from any act, failure to act or decision of the insured or of any third party related to (a) and/or (b) above.

2. Clause 1 of this Endorsement shall not however apply to exclude a claim which the insured can demonstrate

- a) would be recoverable under this insurance in absent of the exclusion in clause 1, and
- b) has not resulted from want of due diligence by

本保單內任何手寫、打字或印刷之條款，如與本批單內容有所抵觸者，本批單具優先適用效力。

1. 本保險不承保下列事項直接、間接，或可歸因於任何原因所致之滅失、毀損、責任或費用：

- a) 無論是否屬被保險人或任何第三人或為其所擁有之任何電腦系統、軟體、硬體、積體電路、微晶片、作業系統或其他電子設備或組件等無法或可能無法或欠缺能正確、明確或完整顯示任何時間、年份、日期或與類似日期之編碼、資料或資訊之指定、轉換、辨讀、操作、處理、辨識、接續或轉移之功能。
- b) 無論是否屬於被保險人或任何第三人或為其所擁有之任何電腦系統、軟體、硬體、積體電路、微晶片、作業系統或其他電子設備或組件之任何實際修改或試圖改變或修正或測試，以便能事先或即時回應年份、日期或期間之任何改變，或執行有關該改變或修正之任何顯示或服務。
- c) 有關前述第(a)及/或(b)項無論原因所致之被保險人或任何第三人之任何作為、不作為或決定，致使任何財產或設備造成無法使用或不具效用。

2. 本批單前述第1條之除外不保項目得由被保險人舉證為下列原因所致而排除其適用：

- a) 非屬前述第1條除外不保事項者，得依本保險補償，及
- b) 非因被保險人、船舶所有人、經

- the insured, Owners, Managers or Superintendents or any of their onshore management in respect of any of the matters referred to in clause 1, and
- c) is proximately caused by any of the following perils:
- (i) perils of the seas rivers lakes or other navigable waters
 - (ii) fire, explosion
 - (iii) violent theft by persons from outside the Vessel
 - (iv) jettison
 - (v) piracy
 - (vi) contact with land conveyance, dock or harbour equipment or installation
 - (vii) earthquake volcanic eruption or lightning
 - (viii) accidents in loading, discharging or shifting cargo or fuel
 - (ix) bursting of boilers, breakage of shafts
 - (x) negligence of repairers of charterers provided such repairers or charterers are not an Insured hereunder or Master Officers or Crew
 - (xi) contact with aircraft, helicopters or similar objects, or objects following therefrom
3. Notwithstanding clauses 2 above in no circumstances shall the cover provided in this endorsement extend to a claim for loss, damage, liability or expense
- a) in respect of any software, programming, operating system, code or data or
 - b) arising from or in any way connected, whether directly or indirectly, with any measures taken with the intention of averting or minimizing any of the matters referred to in clauses 1(a) or 1(b) above or any of their possible or anticipated consequences.
4. The cover provided in this Endorsement is subject in all other respects to all other terms, conditions, exclusions and limits contained in this insurance.
5. This Endorsement is subject to English law and practice.
- 理人或監督人員或有關上述第1條所述及之各類事項之岸上管理人欠缺適當注意義務者，及
- c) 為下列危險事故之一主力近因所致：
- (i) 海上、河流、湖泊或其他航行水域之風險
 - (ii) 火災、爆炸
 - (iii) 船外人員之暴力偷竊
 - (iv) 投棄
 - (v) 海盜
 - (vi) 與陸上運輸工具、船塢或港內設備或設施之碰觸
 - (vii) 地震、火山爆發或閃電
 - (viii) 於裝卸或換裝貨物或燃料時之意外事故
 - (ix) 鍋爐爆裂、軸心斷裂
 - (x) 修船人或租傭船人之疏失，然該修船人或租傭船人須非被保險人或船長、船副或船員
 - (xi) 與飛機、直昇機或類似航空器或其上墜落物體之碰觸
3. 不論前述第2條規定為何，本批單任何情況下均不擴大承保下列事項所致之滅失、毀損、責任或費用：
- a) 有關於任何軟體、電腦程式、作業系統、編碼或資料；或
 - b) 凡為避免或減輕前述第1條第a項或b項事故之實際可能或預期發生所採取措施直接、間接或與之有關損失。
4. 本批單所提供之承保應適用本保險所規定之所有其他承保條款、條件、除外不保及限制事項。
5. 本批單應適用英國法律及慣例。

協會雙重價值條款
1/5/61

Institute Dual Valuation Clause
1/5/61

- (a) Insured value for purposes of Total Loss (Actual or Constructive) £
- (a) 全損(實際或推定)之保險金額為.....英鎊
- (b) Insured value for purposes other than Total Loss £
- (b) 全損以外之保險金額為.....英鎊

In the event of a claim for Actual or Constructive Total Loss (a) shall be taken to be the insured value and payment by the Underwriters of their proportions of that amount shall be for all purposes payment of a Total Loss.

於實際或推定全損求償時，(a)項金額應作為保險金額，各保險人就其比例分擔部份以賠付全損般予以賠付。

In ascertaining whether the vessel is a Constructive Total Loss (a) shall be taken as the repaired value and nothing in respect of the damaged or breakup value of the vessel or wreck shall be taken into account.

在確定船舶是否為推定全損時，(a)項金額應與修理費用作比較，但不計入船舶之毀損或拆廢價值或其殘值。

No claim for Constructive Total Loss based upon the cost of recovery and/or repair of the Vessel shall be recoverable hereunder unless such cost would exceed the insured value as in (a).

基於回復費用及船舶修理費用之推定全損依本條款不得求償，然該費用超過(a)項金額者除外。

In no case shall Underwriters' liability in respect of a claim for unrepaired damage exceed the insured value as in (a).

任何情況下保險人有關未修理損害之責任不應超過第(a)項之投保金額。

Additional insurances allowed under the Disbursements Clause to be calculated on the amount of the insured value as in (a).

本條款同意以(a)項金額作為投保金額計算之費用條款之附加險種。

倫敦封鎖及阻塞條款

(與協會戰爭及罷工船體條款1/10/83並用)

London Blocking and Trapping Addendum

(For use with the Institute War and Strikes Clauses – Hulls 1/10/83)

It is hereby agreed that the inability of the vessel to sail from any port, canal, waterway or other place to high seas for a continuous period of 12 months as a result of the closure of the connecting channel to all vessels of such size or draft is within the term “RESTRAINT” appearing in Clause 3 of the Institute War and Strikes Clauses – Hulls 1/10/83 provided that such closure has arisen through the blockage of the waterway by a warlike act of national defense.

謹此同意承保，對該船隻大小或吃水之所有船舶開放之連接航道之關閉，符合協會戰爭及罷工船體條款第3條所稱之「禁制」，而使船舶無法從任何港口、河道、水道或其他地點航向公海連續超過12個月，然以該關閉係因國家防禦之類戰行為而封鎖水道所致生者為限。

倫敦封鎖及阻塞條款

包括蓄意人員

(與協會戰爭及罷工船體條款1/10/83並用)

London Blocking and Trapping Addendum

Including deliberate person

(For use with the Institute War and Strikes Clauses – Hulls 1/10/83)

It is hereby agreed that the inability of the vessel to sail from any port, canal, waterway or other place to high seas for a continuous period of ____ months as a result of the closure of the connecting channel to all vessels of such size or draft is within the term “RESTRAINT” appearing in Clause 3 of the Institute War and Strikes Clauses – Hulls 1/10/83 provided that such closure has arisen through the blockage of the waterway by a warlike act of national defense or deliberate act of person or persons.

謹此同意承保，對該船隻大小或吃水之所有船舶開放之連接航道之關閉，符合協會戰爭及罷工船體條款第3條所稱之「禁制」，而使船舶無法從任何港口、河道、水道或其他地點航向公海連續超過____個月，然以該關閉係因國家防禦之類戰行為或任何人或數人蓄意行為而封鎖水道所致生者為限。

封鎖及阻塞條款(船體)

Blocking And Trapping Clause (Hull)

The inability of the Vessel to sail from any port, canal, waterway or other place to the High Seas either for a continuous period of 6 months or where there is no reasonable prospect of the Vessel becoming able to sail to the High Seas (whichever is the earlier) as a result of the closure of the connecting channel to all vessels of such size and draft is deemed to constitute a Constructive Total Loss and is recoverable hereunder provided that such closure has arisen through the blockage of the waterway from any cause whatsoever beyond the control of the Assured other than as a result of perils enumerated in Institute Time Clauses – Hull Clauses 1/10/83 Clause 23 to 26 (War Strikes, Malicious Acts, Nuclear Exclusions) herein.

For the purpose of this insurance the term “inability of the Vessel to sail” includes, but is not limited to, circumstances under which the vessel does not sail in consequence of:

1. any physical obstruction whatsoever (not directly caused by earthquake); or
2. any order, advice, or recommendation of any government or local authority; or
3. the Master, Owners, Managers or Assured deciding that it is unsafe for the vessel to sail unless Underwriters are able to prove that such decision was unreasonable in all the circumstances prevailing at the time; and whether such inability to sail in consequence of one or more accidents or occurrences or reasons.

因對該船隻大小或吃水之所有船舶開放之連接航道之關閉，船舶無法從任何港口、河道、水道或其他地點航向公海連續超過 6 個月或無合理期待船舶能航向公海者(以較早到達者為準)，應視為構成推定全損，且得依本保險求償，然以該關閉係因除協會定時船體條款 1/10/83 第 23 至 26 條(戰爭、罷工、惡意行為及核子除外)外之非被保險人所得控制之任何原因之水道封鎖所致生者為限。

為本保險之目的，「船舶無法航向」乙詞包括但不限制於船舶因下列事項而無法啟航之情況：

1. 無論任何類型之實際障礙(非地震直接所致)；或
2. 任何政府或當地政府之任何命令、要求或建議；或
3. 船長、船舶所有人、經理人或被保險人決定認為船舶啟航是不安全的，然除非保險人能證明該決定就當時之所有情況而言是不合理；且無論該無法啟航係因一或更多事件或事故或理由所致。

船上現金條款

Cash on Board Clause

This policy is extended to cover the loss of Cash on Board or in transit to from an insured vessel, for amount up to USD any one vessel, any one accident or occurrence. Coverage in accordance with Institute Cargo Clauses (A) 1.1.82, and subject to a separate deductible of USD any one accident or occurrence. Warranted whilst on board cash kept in a locked safe with the keys and/or combination the responsibility of the Master.

本保單加保位於船上或往返被保險船舶途中之不超過每一船舶每一是件貨事故_____美元之現金損失。本承保係依據協會貨物條款(A) 1.1.82且適用單獨自負額每一事件或事故_____美元。擔保船上現金應置放於上鎖保險箱，並由船長負責或聯合保管鑰匙。

船上現金條款 包括船長現金

Ship Cash on Board Clause Including Master's Cash

Including hereon coverage for cash on board up to USD each vessel against All Risks of Physical Loss or Damage including within and forming part of the Hull and Machinery etc. and including War Risks, Strikes, Riots, Civil Commotion as per Institute War and Strikes Clauses – Hulls - Time 1.10.83.

承保包括及構成船體及機器及包括協會戰爭及罷工定時船體條款1.10.83之戰爭、罷工、騷亂、民變在內所有實體滅失或毀損所有風險之船上現金不超過每船_____美元。

求償控制條款

Claim Control Clause

The Assurers, shall have the option of naming the attorneys who shall represent the Assured in the prosecution or defence of any litigation or negotiations between the Assured and third parties concerning any claim covered by this policy, and shall have the direction of such litigation or negotiations. If the Assured shall fail or refuse to settle any claim as authorized by this company, the liability of this company shall be limited to the amount for which settlement could have been made plus legal fees and disbursements incurred to the date the Assured shall fail or refuse to settle any such claim, less the amount of the deductible provided for in this policy. If thereafter any amount is recovered against the Assured in excess of the amount, plus additional legal fees and disbursements for which the claim could have been settled, such additional amount plus legal fees and disbursements shall be solely for the Assured's account.

本保險人有權指定律師代表被保險人於被保險人與第三人間就本保單所承保之任何求償，進行或抗辯任何司法訴訟或談判協商，並有權針對該司法訴訟或談判協商為決定。如被保險人無法或拒絕本公司所授權之任何求償案件解決者，本公司責任應僅限於該解決可以達到之數額，加上以迄被保險人無法或拒絕解決該求償之時為止已發生之法律酬金及費用，扣除本保險所規定之自負額。如嗣後向被保險人主張之任何追償所得，加上該求償本應解決之額外法律酬金及費用，超過前述數額者，該超出部分加上法律酬金及費用應完全由被保險人負擔。

船況公證擔保條款

Condition Survey Warranty

Warranted vessel be subject to a Condition Survey, at owner's expense, by the Salvage Association within thirty days and all recommendations complied with.

It being understood that the surveyor's recommendation may include the necessity that this survey be upgraded to a Structural Condition Survey as per warranty attached.

Underwriters shall be entitled to receive a copy of any recommendations and/or reports from the Salvage Association.

擔保船舶應以船舶所有自己費用，由救難協會於三十天內進行船況公證，並遵守所有公證之建議。

謹此瞭解，公證人之建議應包括本公證被升級為船舶結構狀況公證之必要性，一如附加本擔保條款般。

保險人有權從救難協會處取得任何公證建議及或報告之副本。

視為實際市價條款

Deemed to be actual market value

For the purpose of claims in General Average, Salvage and Salvage Charges, and under Sue and Labour Clause, all vessels insured herein are deemed to be insured for their actual sound market values.

為共同海損、救助及救助費，及損害防阻條款求償之目的，本保險所有被保險船舶均視為已依其實際完好市價為投保。

所有船舶視為足額投保條款

All vessels are deemed to be fully insured

All vessels are deemed to be fully insured for the purpose of calculating all claims on this policy in respect of General Average, Salvage and Sue & Labour charges.

為計算本保單有關共同海損、救助及損害防阻費用所有求償之目的，所有船舶均視為已足額投保。

國際惰氣氣體系統擔保條款

(APRIL, 1980)

IGS Warranty

APRIL, 1980

Warranted Inert Gas System fitted and such Inert Gas System to be fully approved by

*.....

Warranted Owners and Managers instructions are that the Inert Gas System fitted is to be operated at all times in accordance with instructions issued by the Manufacturers and all operations to be entered in Log Book.

* Must be same Classification Society with whom vessel is classed.

擔保已安裝惰性氣體系統且該惰性氣體系統業經下列單位所完全批准認可：* _____

擔保船舶所有人及經理人已針對已安裝之惰性氣體系統應依製造商所出具之操作手冊於任何時間有效運作為指示，且所有操作均應記載於船舶日誌上。

* 必須與船舶入級之船級協會相同。

共同海損吸收條款

General Average Absorption Clause

It is further agreed that General Average (to include sacrifices and expenses, but to exclude interest and commissions) and salvage not exceeding _____ shall be payable in full (subject always to applicable policy deductible), provided claims for contribution from cargo and other interests has been waived by the Assured.

謹此另外同意，共同海損(包括犧牲及費用，但不包括利息及佣金)及救助費用不超過_____時，即應全額支付(應適用保單自負額)，被保險人並此放棄向貨方及其他利害關係人之請求分擔之權利。

小額共同海損條款

Small G. A. Clause

It is agreed that in cases where Cargoes' proportion for General Average (sacrifices or expenses) or Salvage does not exceed USD .- the Assured has the option of deciding whether or not they will claim the whole of the General Average or Salvage under this policy.

謹此同意，如貨物共同海損(犧牲或費用)或救助之比例分擔部分，不超過_____美元，被保險人得自由決定是否依本保單求償全額共同海損或救助費用。

損失支付條款

Loss Payable Clause

By an assignment of the insurances on the motor vessel “ABC” (the “Vessel”) contained in a General Assignment dated ___ and made between (the “Owner”) and (the “Mortgagee”), the Owner assigned to the Mortgagee this insurance and the benefits thereof, including all claims of whatsoever nature in respect of the Vessel, return of premiums, and each and every right hereunder.

It is further noted and agreed:

- (a) that in the event of actual or constructive or compromised or arranged total loss of the Vessel, all proceeds of insurance of whatever amount shall be paid to the Mortgagee;
- (b) that all other losses not exceeding _____ shall be paid to the Owner, or its order (as their respective interests may appear), unless and until the Owner shall be in default under a first preferred _____ ship mortgage of the Vessel in favour of the Mortgagee and if the Underwriters or Insurers shall have been so notified by the Mortgagee, then such losses shall be paid to the Mortgagee;
- (c) that all other losses exceeding _____ shall be paid to the Mortgagee.

鑑於船舶所有人____及抵押權人____間於____日所締結有關動力船舶(船名____以下稱本輪)之保險轉讓之讓與契約，船舶所有人同意將本保險及其上利益，包括有關該船舶任何性質之所有求償、保費退還及其上之任一及每一權利，讓與給抵押權人。於此協議如下：

- (a) 於船舶發生實際全損或推定全損或假定全損或協議全損時，無論數額多寡之所有保險理賠數額應全數支付給抵押權人；
- (b) 不超過_____元之所有其他損失應支付給船舶所有人或其所指定之人(必須指出其利益)，除非且船舶所有人無法對船舶第一順位抵押之抵押權人為債務清償，且如保險人接獲抵押權人通知。則該損失應支付給抵押權人；
- (c) 超過_____元之所有其他損失應支付給抵押權人。

協會機器損害附加自負額條款
(僅與協會定時船體條款1/10/83並用)

1/10/83

Institute Machinery Damage Additional Deductible Clause

(For use only with the Institute Time Clauses – Hulls 1/10/83)

1/10/83

Notwithstanding any provision to the contrary in this insurance a claim for loss of or damage to any machinery, shaft, electrical equipment or wiring, boiler condenser heating coil or associated pipework, arising from any of the perils enumerated in Clauses 6.2.2 to 6.2.5 inclusive of the Institute Time Clauses – Hulls 1/10/83 or from fire or explosion when either has originated in a machinery space, shall be subject to a deductible of USD_____. Any balance remaining, after application of this deductible, with any other claim arising from the same accident or occurrence, shall then be subject to the deductible in Clause 12.1 of the Institute Time Clauses – Hulls 1/10/83.

The provision of Clauses 12.3 and 12.4 of Institute Time Clauses – Hulls 1/10/83 shall apply to recoveries and interest comprised in recoveries against any claim which is subject to this Clause.

This Clause shall not apply to a claim for total or constructive total loss of the vessel.

無論本保險有無其他相反約定，對於由協會定時船體條款 1/10/83 第 6.2.2 至 6.2.5 條所承保之任何風險，或因機艙所在之火災或爆炸所致對機器、軸心、電機設備或管線、鍋爐冷凝器、加熱線圈等相關管路之毀損滅失、應扣除 USD_____ 自負額，扣除後之餘額與同一意外之其他求償相加後，再扣除 1/10/83 協會定時船體條款第 12.1 條之自負額。

協會定時船體條款 1/10/83 第 12.3 及 12.4 條規定適用任何求償之追償所得及追償之利息，本條款亦適用之。

本條款不適用於船舶全損或推定全損之求償。

協會惡意毀損條款
(僅與新海上保險格式一起使用)
1/8/82

Institute Malicious Damage Clause
(For Use Only With The New Marine Policy Form)
1/8/82

CL.266

In consideration of an additional premium, it is hereby agreed that the exclusion "deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons" is deemed to be deleted and further that this insurance covers loss of or damage to the subject-matter insured caused by malicious acts vandalism or sabotage, subject always to the other exclusions contained in this insurance.

於支付額外保費之考量下，謹此同意「任何人或數人之惡意行為蓄意毀損或蓄意毀壞保險標的或其任何部分」之除外規定視為刪除，且於適用本保險其他除外規定之情況下，本保險承保惡意、蠻橫或破壞行為所致保險標的之滅失或毀損。

失蹤船舶條款

8/06/1979

Missing Vessel Clause

8 June 1979

This insurance also covers loss of the subject matter of this insurance by reason of the vessel named in this policy being missing from any cause during the currency of this policy. If such vessel be recorded at Lloyd's as "untraced" or "posted as missing", she shall be deemed missing for the purpose of this insurance. No claim shall attach under this clause where the specific cause of the loss of the above named vessel is proved by Underwriters hereon.

因本保單所列名之船舶於保險期間因任何原因失蹤所致本保險標的之損失，本保險亦予以承保。該船舶於勞依茲被記錄為「無法搜尋」或「宣告失蹤」時，為本保險之目的，該船舶即應被視為失蹤。於本保險人證明列名船舶之損失為某特定原因所生時，即不得依本條款求償。

Missing Vessel Clause

This insurance is to pay total loss in the event of any of the insured vessels being missing during the currency of this policy. Any vessel recorded at Lloyd's as "Untraced" or posted "Missing" for a continuous period of 6 months should be deemed to constitute an Actual Total Loss. No claim shall attach under this missing vessel clause when specific cause of loss of vessel is provided by Underwriters.

本保險賠付被保險船舶於本保單期間失蹤所生之全損。任何船舶於勞依茲被記錄為「無法搜尋」或宣告「失蹤」達連續六個月期間時，即應被視為實際全損。於保險人能證明船舶損失為某特定原因所生時，即不得依本失蹤船舶條款求償。

協會解約通知及戰爭自動終止承保條款－船體..等

1/10/83

Institute Notice of Cancellation and War Automatic Termination of Cover Clause - Hulls, Etc. 1/10/83

CL201

Cover hereunder in respect of the risks of war, etc., 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 cover 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.

Whether or not such notice of cancellation has been given cover hereunder in respect of the risks of war, etc., shall TERMINATE AUTOMATICALLY

- (i) upon the occurrence of any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter wheresoever or whensoever such detonation may occur, whether or not the insured vessel(s) may be involved, and this insurance excludes loss damage liability or expense arising from such occurrence;
- (ii) 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 Union of Soviet Socialist Republics, the People's Republic of China
and this insurance excludes loss damage liability or expense arising from such outbreak of war;
- (iii) in respect of any vessel, in connection with which cover is granted hereunder, in the event of such vessel being requisitioned either for title or use and this insurance excludes loss damage liability or expense arising from such requisition.

Cover in respect of the risks of war, etc., shall not become effective if, subsequent to acceptance by the Underwriters and prior to the intended time of attachment of risk, there has occurred any event which would have automatically terminated cover under the provisions of this clause.

有關戰爭風險等之承保可經保險人或被保險人為七日通知而解約(該終止於保險人簽發或向保險人寄送解約通知當日午夜起滿七日時生效)。保險人與被保險人於解約通知屆滿前就有關新保險費率及或承保條件及或擔保條款等達成協議者，保險人得同意回復該承保。

無論有無發送前述解約通知，戰爭等風險所提供之承保於下列情況發生時自動終止：

- (i) 任何運用核子或原子分裂及或融合或其他類似反應或輻射力或物質之任何戰爭武器之爆裂，無論該爆裂於何地、何時發生，亦無論被保船舶是否涉入，本保險除外不保該事故所致生之毀損滅失責任或費用；
- (ii) 下列任何國家爆發戰爭(無論是否有無宣戰)時：
英國、美國、法國、蘇聯、中國
本保險除外不保該戰爭爆發所致生之任何毀損滅失責任及費用；
- (iii) 本保險所承保之任何船舶被徵收或徵用者，本保險除外不保該徵收或徵用所致生之毀損滅失責任及費用。

有關戰爭等風險之承保於保險人接受承保後以迄風險開始起保前發生任何本條款各條項所規定之自動終止事由時，本保險人即不生效力。

協會戰爭及核子除外解約通知及自動終止承保條款－船體等

1995/11/1

Institute Notice of Cancellation, Automatic Termination of Cover and War and Nuclear Exclusions Clause – Hulls, Etc.

1/11/95

CL 359

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

本條款應有至上效力，其應優先本保險任何與其不相一致之規定

1. Cancellation

Cover hereunder in respect of the risks of war, etc 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 cover 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.

2. Automatic Termination of Cover

Whether or not such notice of cancellation has been given cover hereunder in respect of the risks of war, etc, shall TERMINATE AUTOMATICALLY

2.1 upon the outbreak of war (whether there be a declaration of war or not) between any of the following:

United Kingdom, United States of America, France, the Russian Federation, the People's Republic of China;

2.2 in respect of any vessel, in connection with which cover is granted hereunder, in the event of such vessel being requisitioned either for title or use.

3. Five Powers War and Nuclear Exclusions

This insurance excludes

3.1 loss damage liability or expense arising from

3.1.1 the outbreak of war (whether there be a declaration of war or not) between any of the following:

United Kingdom, United States of

1. 解約

本條款有關戰爭等方面之承保，保險人或被保險人得以7日通知解除本契約(該解約自保險人發出或收到該解約通知當天午夜起算7日屆滿時生效)。保險人同意依保險人及被保險人於該解約通知屆滿前之協議，以新保費費率及或條件或條款，重新予以承保

2. 承保自動終止

無論是否已發出解約通知，有關戰爭等風險之承保，應於下列情況發生時自動終止：

2.1 下列任二國間爆發戰爭(無論有無宣戰)：

英國、美國、法國、蘇聯、中國；

2.2 與本保單所承保之有關船舶，被徵購或徵用。

3. 五大國戰爭及核子除外

本保險除外不保

3.1 下列原因所致之滅失、毀損、責任及費用

3.1.1 下列任二國間爆發戰爭(無論有無宣戰)：

America, France, the Russian Federation, the People's Republic of China;

3.1.2 requisition either for title or use.

3.2 loss damage liability or expense directly or indirectly caused by or arising from

3.2.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

3.2.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof

3.2.3 any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

英國、美國、法國、蘇聯、中國；

3.1.2 被徵購或徵用。

3.2 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：

3.2.1 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

3.2.2 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

3.2.3 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。

4. Law and Practice

This clause is subject to English law and practice.

Cover in respect of the risks of war, etc shall not become effective if, subsequent to acceptance by the Underwriters and prior to the intended time of attachment of risk, there has occurred any event which would have automatically terminated cover under the provisions of this clause.

4. 法律與實務

本保險依據英國法律與慣例

有關戰爭等風險之承保，於保險人接受保險後及風險預計起保前，發生任何依本條款會自動終止承保之事件時，本保單不予生效、

自有(或被保險人營運)機具條款

Owned (or Operated By The Assured) Vehicles Clause

The Underwriters shall not be liable for any loss or destruction of or damage to the subject matter insured arising from theft or any attempt whilst on or contained in any vehicle when left unattended:-

- a) at any time prior to or after completion of the drivers working day or during nonworking days unless such vehicles shall be garaged at the time in a fully enclosed building of substantial construction which is locked or under constant surveillance or
- b) at any other time when not garaged unless all doors and the boot shall be locked and windows and other means of access shall be securely closed and all security devices as may be specified in the policy shall have been put into effect.

All locks and security devices shall be properly and adequately maintained.

Nevertheless the Assured's right to recover any loss arising from theft shall not be prejudiced by failure of the Assured to comply with Condition (b) solely through the mechanical breakdown of locks or security devices as a result of damage by fire or an accident to the vehicle provided always that such locks and devices were in efficient working order at the commencement of the journey during which theft occurred and provided also that all reasonable precautions were taken by the Assured to protect the subject matter insured following the breakdown or damage.

保險人不負責因保險標的位於無人看管之下列任何車輛上被偷竊或任何偷竊之任何減失或破壞或毀損：

- (a) 駕駛員工作結束前或之後之任何時間，然該車輛係停放於完全密封於具基礎結構之建築物且上鎖或受固定監視之時段所發生者除外，或
- (b) 未使用之任何其他時間，然所有的車門或車廂門已經上鎖，且車窗及其他可進入的位置已經安全緊閉，且本保單所特別要求的所有保全機制已經付諸實施者除外。

所有鎖及保全裝置應適當且妥善維護。

無論被保險人得請求因偷竊所生任何損失之權利為何，均不應因被保險人未遵守第(b)款之規定，完全因鎖具之機械性故障或保全機制因失火或車輛意外事故遭受毀損而有所減損，然以該鎖具或機制於運輸行程開始時及偷竊發生期間能為有效運作，且被保險人於故障或毀損發生後已採行保護被保險標的之所有合理預防措施為限。

船舶所有人特別條款

Owners' Special Clause

引水人不負責任條款 Pilot's Non-Liability Clause

This insurance shall not be prejudiced by reason of any agreement limiting or exempting the liability of Pilots and/or Tugs and/or towboats and/or their owners when the Assured and/or Charterers accept such contracts in accordance with established local practice or are compelled to accept such contracts.

被保險人及或租傭船人依照當地所確立之實務或被迫接受任何限制或免除引水人及或拖船及或駁船及其所有人責任之協議時，均不應損及本保險。

租用設備條款 Leased Equipment Clause

This Insurance is extended to cover equipment and apparatus, not owned by the Assured but installed for use on the insured vessel, and for which the Assured has assumed liability, whether such equipment or apparatus be in the nature of aids to navigation or communication or otherwise, subject to all terms and conditions of this policy; but in no event shall the liability of Company exceed the contractual liability of the Assured for such equipment or apparatus. All such equipment or apparatus installed on the vessel but owned by the Assured shall be included in the agreed valuation of the Hull, etc., unless its function is directly related to the propulsion of the vessel, in which event such equipment and apparatus shall be included in the agreed valuation of machinery.

於適用本保單所有條件及條款之情況下，本保險擴大承保非被保險人所有但安裝於船上使用而被保險人應對其負責之設備及屬具，無論該設備或屬具是否具協助航行或通訊本質；然在任何情況下，本保險公司之責任均不應超過被保險人對於該設備或屬具之契約責任。所有安裝於船上非被保險人所有之設備或屬具應納入船體等之協議金額內，然其功能直接與船舶推進力有關者除外，於此情況下，該設備及屬具應納入機器之協議價額中。

無線電及航行設施條款 Radio and Aids to Navigation Clause

Radio apparatus and equipment, echo sounders, navigating equipment and other apparatus or equipment used for the purpose of communication or as aids to navigation or safety devices, portable cargo containers (such as refrigerated boxes, etc.) when permanently installed in the insured vessel, tank cleaning equipment, also equipment consisting of projection machines, sound apparatus and motion picture film shall be covered by this Policy and included within the agreed valuation of the Hull, even

無線電設施及儀器、聲納、導航設施及其他使用於通訊或導航或安全目的之屬具或設備、永久安置於被保險船舶上之可移動式貨櫃(例如冷凍箱等)、油艙清洗設備、內含發射機之設備、探深設備及天體運行圖檔等，本保單均予以承保且內含船體的協議價值中，無論其是否為被保險人所有，惟以被保險人應對其

when not owned by the Assured, provided the Assured has assumed liability therefore; but the liability of Underwriters (either as to amount or as to the risks covered) shall not exceed the Assured's liability or liability to which underwriters would be subject if the property were fully owned by the Assured whichever shall be least.

負責為限；然保險人之責任(無論是對於金額或承保風險)不應超過被保險人之責任或一如該財務完全屬被保險人所有時，保險人所應負擔之責任，以較低者為準。

關係企業條款 **Affiliated Companies Clause**

In respect of the vessel(s) insured hereunder, it is agreed that this Policy also covers the Assured and affiliated companies of the Assured be they Owners, subsidiaries or inter-related Companies and as bare-boat charterers and/or charterers and /or sub-charterers and/or operators and/or in whatever capacity, and shall so continue to cover notwithstanding the provisions of this Policy with respect to change of ownership or management. Provided, however, that in the event of any claim being made by any affiliated, subsidiary or inter-related company under this clause it shall not be entitled to recover in respect of any liability to which it would not be subject if it were the owner of the vessel, nor to a greater extent than an owner would be entitled in such event to recover. It is further agreed that Insurer waive any right of subrogation against any subsidiary, affiliated or inter-related company of the Assured, excepting to the extent that any such Company is insured against the liability asserted. However, should the vessel be sold to or transferred to or chartered on a bareboat basis the provisions of this Policy with respect to change of ownership or management shall govern.

有關本保單所載被保險船舶，謹此協議，本保單亦承保被保險人及船舶所有人、附屬公司、內部關係公司及光船租船人及或租傭船人及或次租傭船人及或船舶營運人及或無論是何種權能之被保險人關係企業，且無論本保單有關船舶所有權或船舶經理變更之規定為何，仍繼續予以承保。然如某求償係由本條款下之任何關係企業、附屬公司或內部關係公司所提出者，於船舶所有人本無權求償之項目，其亦無權請求之，或請求超過船舶所有人本有權求償之範圍。謹此進一步協議，保險人放棄向被保險人之任何附屬公司、關係企業或內部關係公司為責任主張之任何代位求償權利。然於船舶已出售或移轉或以光船租船方式出租他人應受本保單有關船舶所有或經理變更相關規定之拘束。

零件移除條款 **Part(s) Removed Clause**

To pay, subject to the terms and conditions of this Policy, all loss of or damage to the subject matter hereby insured occurring at any time during the currency of this Insurance notwithstanding that any part(s) of the said subject matter be anywhere a shore under any circumstances, (whether on quay, in buildings, sheds, or elsewhere) and/or under repair and/or in transit (to and from the Vessel or otherwise).

於適用本保單條件及條款之情況下，無論保險標的之任何零件位於岸上或何處或處於何種狀態(無論是否位於碼頭、建築物內、庫房或其他處所)，以及是否處於修理及或轉運中(來去船舶或其他)，均支付被保險標的於本保險期間所發生之所有滅失或毀損。

船舶所有人特別條款 適用英國法律及實務

Owners' Special Clauses Subject to English Law and Practice

Owners Clauses Shall Override Anything Contained in The ITC Clauses

1. This clause overrides the ITC deductible clause, No deductible to be applied:-
 - (i) To claims for sighting the vessel's bottom after stranding in terms of Hull Clauses.
 - (ii) In General Average Claims.
 - (iii) In Salvage and Salvage Charges.
 - (iv) In Sue and Labour Claims.
 2. Where vessel's charter provides that subrogation rights against charterers be waived leading underwriters to be informed and policy to waive such subrogation rights.
 3. It is agreed that this insurance is not prejudiced for the period when Automatic Radar Plotting Aid is out of order but arrangement for repairs or replacement is being made whilst vessel is in port or at sea.
 4. This insurance is not prejudiced by the carriage of Radio isotopes subject to carriage in accordance with IMO rules.
 5. Owners have the option to claim General Average Sacrifices of interest other than the vessel or General Average expenditure up to the amount of USD100,000 without recourse to cargo and/or Time Charterers and/or any other contributing interests. Adjusters charges not deemed to be part of USD100,000 referred to above. Claims under this clause shall be payable without application of the deductible. Policy to pay General Average up to USD100,000 referred to above notwithstanding vessel subsequently becoming total loss prior to completion of voyage.
 6. General Average Claim shall be deemed to include extraordinary sacrifice or expenditure prudently made or incurred although not strictly necessary for the common safety.
 7. In interpretation of two consecutive ports as concerns
- 船舶所有人條款應優先適用於協會定時船體條款之任何規定：
1. 本條款優先協會定時船體條款自負額條款之適用，下列條款不適用自負額：
 - (i) 依船體條款規定於船舶擱淺後檢視船底之求償
 - (ii) 共同海損條款
 - (iii) 救助及救助費用條款
 - (iv) 損害防阻條款。
 2. 船舶為租傭時，謹此放棄對租傭船人之代位求償權利，應通知首席保險人及本保單放棄該代位求償權。
 3. 謹此協議，船舶於港內或海上時自動雷達標繪指引系統失效期間已安排修理或更換者，本保險權義不受到任何影響。
 4. 依國際海事組織規定運送放射性同位素時，本保險權義不受到任何影響。
 5. 船舶所有人有權選擇求償不超過 100,000 美元之船舶以外利害關係人之共同海損犧牲或共同海損費用，而不像貨方及或論時租船人及或任何其他分擔利害關係人求償。理算師費用視為前述 100,000 美元之一部份。依本條款之求償，其支付無須適用自負額。無論航程結束前船舶是否成為全損者，本保單仍支付前述 100,000 美元之共同海損。
 6. 共同海損求償應視為包括已謹慎為之或發生之異常犧牲及費用，而該犧牲或費用無須為共同安全所絕對必須。
 7. 於解釋有關惡劣天候及浮冰損害

heavy weather and ice damages, calls at ports solely for bunkering or for refuge or canal transits not to be construed as ports within the meaning of the clause in question. Vessel's staying in port counts as an integral part of the preceding single sea passage and no separate deductible for damage(s) which may be sustained during the vessel's stay in port.

8. It is agreed that where repairers/technicians are employed effecting repairs during a vessel's voyage, the relative insurance covering the vessel shall not be prejudiced by failure to obtain from repairers a hold harmless agreement or alternatively that the ship-owners are required to provide a hold harmless agreement.
 9. For claims purposes, the cost of repairs effected by riding squads, Air Freight on equipment/spare parts, the cost of temporary repairs and excess cost of overtime on repairs, the cost of dry-docking with cargo on board, and additional expenses incurred to enable the vessel to continue trading pending supply of necessary replacement parts/equipment, and the cost of discharging, storing and reloading cargo necessary for damage repairs, which are not allowable in general average shall be deemed as form part of the reasonable cost of repairs to the extent that such items would have been incurred by a prudent uninsured owner.
 10. Underwriters' liability in respect of unrepaired damage will be the estimated cost of repairs at the first reasonable opportunity including estimated dry-dock dues and services, tank cleaning, superintendence, Classification Surveyors' charges and removal etc., if necessary as if all outstanding repairs effected simultaneously.
 11. Any increases in cost of repairs by deferment deemed to be part of the reasonable cost of repairs providing the repairs are carried out by next special survey.
 12. For the purposes of claims in General Average, Salvage and Salvage Charges, and under the Sue and Labour Clause, all vessels are deemed to be insured for their actual sound market values.
 13. The cost of scraping and/or grit and/or sand blasting and/or other surface preparation work and all costs of bottom panting incurred in consequence of a peril insured against shall be included in the claims irrespective of whether routine bottom
- 之二連續港口時，完全為填加燃油或為避難或運河轉運目的所停泊之港口，不構成本條款意義所稱之系爭港口。船舶於港口停靠，應作為單一海上行程整體之一部份，於港口停靠期間所遭受之任何損害，不另計單獨自負額。
8. 謹此協議，於船舶航程中受雇於進行修理之修理人員或技術人員，未能向其取得免責協議或船舶所有人替其出具免責協議時，本船保險權義不受任何影響。
 9. 為求償之目的，修理費用中之運輸設備/零件空運費、臨時修理費用及修理超時津貼、貨物在船之入塢費用及為使船舶繼續航行等待必要的更換零件/設備所發生之額外費用、及為損害修理所需之貨物卸載、堆存及重裝之費用，無法獲共同海損補償者，就一謹慎未投保的船舶所有人亦會如此發生之範圍內，均應視為合理修理費用之一部份。
 10. 保險人關於未修理損害之責任應為第一合理機會之預估修理費用，包括所需之預估入塢費及服務費、清艙、監工、船級協會檢驗費及移除費用等，一如所有未完成之修理於同時間進行般。
 11. 因展期所致修理成本之增加視為合理修理費用之一部份，然以該修理於下次特別檢驗時進行者為限。
 12. 為求償共同海損、救助及救助費用及損害防阻條款之目的，所有船舶應視為已以其實際完好市場價值投保。
 13. 因承保風險所發生之除鏽及或噴砂或其他表面處理工程費用及船底油漆之所有費用，應納入求償額中，無論是否為同時進行定期船底油漆或入塢。

painting/dry-docking is effected concurrently.

14. One deductible to be applied to all damages sustained as a result of each of the following categories:
- groundings and touching bottom
 - contacting with foreign objects including lock walls and/or ice.
- At any port, through any river, inland waterway or lock system during one voyage inward and outward and during berthing/unberthing operation.
15. One deductible to be applied to all ice and/or weather damage sustained during the whole period while the vessel is outside Institute Warranty Limited.
16. One deductible to be applied to all damage(s) during loading(s) and/or discharging(s) at one port/place.
17. All damage sustained by contacts with lightening vessels whilst employed in loading (or discharging) cargo at any one port shall be subject to one deductible. In the event that the vessel is employed at a port as a lightening vessel, all damage sustained by contacts with any one mother vessel whilst employed in loading (or discharging) cargo from the mother vessel shall also be subject to one deductible.
18. Underwriters' Surveyor and divers fees to be paid by Underwriters irrespective of whether or not claims exceed deductible.
19. Expenses prudently incurred to recover from third parties claims payable under this insurance to be reimbursed by Underwriters.
20. HELICOPTER CLAUSE
The practice of using helicopters for the transfer of pilots, stores and the like will not prejudice this insurance.
21. AFFILIATED COMPANIES CLAUSE
In respect of the vessel insured, this policy also covers the Assured and affiliated companies of the Assured be they owners, subsidiaries or inter-related companies and as bareboat charterers and/or charterers and/or sub-charterers and/or operator and/or in whatever capacity, and shall so continue to cover notwithstanding the provisions of this policy with respect to change of ownership or management, but the terms 'Assured' in the ITC Additional Peril Clause shall not include such charterers except bareboat charterers. Provided however, that in the event of any claim being made by any
14. 下列事故類型之一，於一航程中，經由任何河道、內陸水道或閘道系統前往或離開任何港口及於靠泊或離泊作業期間，所遭受之所有損失應適用一自負額：
- 擱淺或觸底
 - 與包括閘門及冰在內之外在物體碰觸
15. 船舶位於協會擔保航行限制區域以外之所有期間所遭受之所有浮冰及或天候毀損，應適用一自負額。
16. 於同一港口或地點之裝載及或卸載期間所生之所有損害，應適用一自負額。
17. 與於任何港口受雇於貨物裝載(或卸載)之駁船為碰觸所受之所有損害，應適用一自負額。如船舶係於某港內受雇為一駁船時，與任何受雇於任何母船而從該母船上為貨物裝載(或卸載)所受之所有損害，應適用一自負額。
18. 保險人之公證人或潛水人費用，無論求償是否超過自負額，均由保險人支付之。
19. 依本保險向第三人求償進行追償所謹慎發生之費用，保險人應補償之。
20. 直昇機條款
為運載引水人、物料或類似物件而有使用直昇機之實務時，本保險權義不受影響。
21. 關係企業條款
有關本保單所載被保險船舶，謹此協議，本保單亦承保被保險人及船舶所有人、附屬公司、內部關係公司及光船租船人及或租傭船人及或次租傭船人及或船舶營運人及或無論是任何權能之被保險人關係企業，且無論本保單有關船舶所有權或船舶經理變更之規定為何，仍繼續予以承保。然如某求償係由本條款下之任何關係企業、附屬公司或內部關係公

affiliated, subsidiary or inter-related company under this clauses it shall not be entitled to recover in respect of any liability to which it would not subject if it were the owner of the vessel, nor to a greater extent than an owner would be entitled in such event to recover. These insurers waive any right of subrogation against any subsidiary, affiliated of inter related company of the Assured, except to the extent that any such company is insured against the liability asserted. However, should the vessel be sold to or transferred to or chartered on a bareboat basis, the provisions of this policy with respect to change of ownership or management shall govern.

22. VALUATION

The words 'apparel, passenger fittings, equipment, stores, boats and other furniture' as used in this policy are intended to include bar stores, equipment for passengers amusements, saloon and passenger cabin fittings, equipment, furnishings and decorations, as well as spare bunkers and all other stores and supplies, including stocks in ships, provided the same are owned by the Assured.

23. LEASED EQUIPMENT CLAUSE

This insurance is extended to cover equipment and apparatus, not owned by the Assured by installed for use on the insured vessel and for which the Assured has assumed liability, whether such equipment or apparatus be in the nature of aids to navigation or communication or otherwise but in no event shall the liability of their Underwriters exceed the contractual liability of the Assured for such equipment or apparatus or liability to which Underwriters would be subject if the property were fully owned by the Assured, which ever shall be the least. All such equipment or apparatus installed on the vessel but not owned by the Assured shall be the least. All such equipment or apparatus installed on the vessel but not owned by the Assured shall be included in the agreed valuation of the vessel.

Radio apparatus and equipment and other apparatus or equipment used for the purpose of communication or as aids to navigation or safety devices, tank cleaning equipment, also equipment consisting of projection machines, sounding apparatus and motion picture film shall be covered by this policy and included within the agreed valuation of the vessel, event when not owned by the assured, provided the Assured has assumed liability therefore; but the liability of Underwriters (either as to

司所提出者，於船舶所有人本無權求償之項目，其亦無權請求之，或請求超過船舶所有人本有權求償之範圍。謹此進一步協議，保險人放棄向被保險人之任何附屬公司、關係企業或內部關係公司為責任主張之任何代位求償權利。然於船舶已出售或移轉或以光船租船方式出租他人應受本保單有關船舶所有或經理變更相關規定之拘束。

22. 價值

本保單所使用"服飾、旅客用具、設備、物料、小艇及其他家具"應包括酒吧物料、旅客娛樂之設施、沙龍及客艙用具、設備、家具及裝飾，以及備用燃油及所有其他物料及供應，包括船上庫存，然以前述為被保險人所擁有者為限。

23. 租用設備條款

於適用本保單所有條件及條款之情況下，本保險擴大承保非被保險人所有但安裝於船上使用而被保險人應對其負責之設備及屬具，無論該設備或屬具是否具協助航行或通訊本質；然在任何情況下，本保險公司之責任均不應超過被保險人對於該設備或屬具之契約責任。所有安裝於船上非被保險人所有之設備或屬具應納入船體等之協議金額內，然其功能直接與船舶推進力有關者除外，於此情況下，該設備及屬具應納入機器之協議價額中。

無線電設施及儀器、聲納、導航設施及其他使用於通訊或導航或安全目的之屬具或設備、永久安置於被保險船舶上之可移動式貨櫃(例如冷凍箱等)、油艙清洗設備、內含發射機之設備、探深設備及天體運行圖檔等，本保單均予以承保且內含船體的協議價值中，無論其是否為被保險人所有，惟以被保險人應對其負責為限；然保險人之責任(無論是對於金額或承保風險)不應

amount or as to the risks covered) shall not exceed the Assured's liability or liability to which Underwriters would be subject, if the property were full owned by the Assured, whichever shall be a least. Excluding claims for loss of or damage to underwater equipment whilst in use overboard.

Subject to all other terms, and conditions of this policy.

24. PILOT'S NON-LIABILITY CLAUSE

This insurance shall not be prejudiced by reason of any agreement limiting or exempting the liability of Pilots and/or Tugs and/or towboats and/or their owners when the Assured and/or Charterers accept such contracts in accordance with established local practice or are compelled to accept such contracts.

25. Parts of an insured vessel and/or her fittings which fittings which are temporarily located outside of the vessel are insured hereunder, irrespective of where they are located, under repair or otherwise, and including during transportation.

超過被保險人之責任或一如該財務完全屬被保險人所有時，保險人所應負擔之責任，以較低者為準。不包括水下設備於船外使用時之滅失或毀損之求償。

應適用本保單所有其他條件及條款。

24. 引水人不負責任條款

被保險人及或租傭船人依照當地所確立之實務或被迫接受任何限制或免除引水人及或拖船及或駁船及或其所有人責任之協議時，均不應損及本保險。

25. 被保險船舶之零件及或暫時安置於船舶外部之配件亦予以承保，而無論其安置於何處，是否於修理中，及包括運輸途中。

保單證明利益條款

Policy Proof of Interest

Notwithstanding the provisions of the Disbursement Warranty, privilege is granted to insure, as required, additional amounts on any interests Policy Proof of Interest – 無論費用擔保規定為何，一經請求，得針對任何利益給予保單證名利益額外數額之投保特權。

Full Interest Admitted without prejudice to this insurance. Disbursements Warranty – with liberty to insure increased value, disbursements, freight/charter hire in excess of ___% of Hull etc value. 所認可之利益不應損及本保險。費用擔保條款得自由投保超過船體等價值 ___%之增額價值、費用、運費/租金。

協會污染風險條款

1/8/73

Institute Pollution Hazard Clause

1/8/73

Cl. 54

Subject to the terms and conditions of this policy, this insurance covers **loss of or damage** to the vessel directly caused by any governmental authority acting under the powers vested in them to prevent or mitigate a pollution hazard, or threat thereof, resulting directly from damage to the Vessel for which the Underwriters are liable under this Policy, provided such act of governmental authority has not resulted from want of due diligence by the Assured, the Owners, or Managers of the Vessel or any of them to prevent or mitigate such hazard or threat. Masters, Officers, Crew or Pilots not to be considered Owners within the meaning of this clause should they hold shares in the Vessel.

All other terms and conditions remain unchanged.

For use with :

Institute Time Clauses – Hulls
Institute Voyage Clauses – Hulls
Standard Dutch Hull Form
Institute Time Clauses – Hulls – Port Risks
Institute Clauses for Builders' Risks
Institute Yacht Clauses
Institute Fishing Vessel Clauses
Institute War and Strikes Clauses Hulls – Time
Institute War and Strikes Clauses Hulls – Voyage

於適用本保單其他條件及條款之情況下，本保險承保任何政府當局依其權力為行使防止或減輕保險人依本保險應負責之船舶毀損直接所致之污染危險或其威脅因而造成船舶之**滅失或毀損**，然該政府當局之行為須非由於被保險人、船舶所有人或經理人欠缺相當注意以防止或減輕該危險或威脅所引起者為限。持有船舶股權船長、船副、船員或引水人不應被認為本本條款所稱之船舶所有人。

所有其他條件及條款維持不變。

使用於：

協會定時條款—船體
協會航程條款—船體
標準荷蘭船體格式
協會定時條款—船體—港口風險
協會建造人風險條款
協會遊艇條款
協會漁船條款
協會戰爭及罷工船體條款—定時
協會戰爭及罷工船體條款—航程

協會污染風險條款

1/8/73

Institute Pollution Hazard Clause

1/8/73

Cl. 55

Subject to the terms and conditions of this policy, this insurance covers **Total Loss (Actual or Constructive)** of the Vessel directly caused by any governmental authority acting under the powers vested in them to prevent or mitigate a pollution hazard, or threat thereof, resulting directly from damage to the Vessel for which the Underwriters are liable under this Policy, provided such act of governmental authority has not resulted from want of due diligence by the Assured, the Owners, or Managers of the Vessel or any of them to prevent or mitigate such hazard or threat. Masters, Officers, Crew or Pilots not to be considered Owners within the meaning of this clause should they hold shares in the Vessel.

All other terms and conditions remain unchanged.

For use with :

Institute Time Clauses – Hulls – F.P.A. Absolutely
Institute Time Clauses – Hulls – Free of Damage Absolutely
Institute Voyage Clauses – Hulls – F.P.A. Absolutely
Institute Standard T.L.O. Clauses (Hulls)
Institute T.L.O. Clause (Disbursements)
Institute Total Loss and Excess Liabilities Clauses (Disbursements, etc.)

於適用本保單其他條件及條款之情況下，本保險承保任何政府當局依其權力為行使防止或減輕保險人依本保險應負責之船舶毀損直接所致之污染危險或其威脅因而造成船舶之**全損(實際全損或推定全損)**，然該政府當局之行為須非由於被保險人、船舶所有人或經理人欠缺相當注意以防止或減輕該危險或威脅所引起者為限。持有船舶股權船長、船副、船員或引水人不應被認為本本條款所稱之船舶所有人。

所有其他條件及條款維持不變。

使用於：

協會定時條款—船體—單獨海損不賠
協會定時條款—船體—海損不賠
協會航程條款—船體—單獨海損不賠
協會標準僅賠全損條款(船體)
協會僅賠全損條款(費用)
協會全損及超額責任條款(費用等)

協會污染風險條款

6/6/74

Institute Pollution Hazard Clause

6/6/74

Cl. 56

Subject to the terms and conditions of this policy, this insurance covers **Loss of the subject matter insured** directly caused by any governmental authority acting under the powers vested in them to prevent or mitigate a pollution hazard, or threat thereof, resulting directly from a peril covered by this Policy, provided such act of governmental authority has not resulted from want of due diligence by the Assured, the Owners, or Managers of the Vessel or any of them to prevent or mitigate such hazard or threat. Masters, Officers, Crew or Pilots not to be considered Owners within the meaning of this clause should they hold shares in the Vessel.

於適用本保單其他條件及條款之情況下，本保險承保任何政府當局依其權力為行使防止或減輕保險人依本保險應負責之船舶毀損直接所致之污染危險或其威脅因而造成保險標的之損失，然該政府當局之行為須非由於被保險人、船舶所有人或經理人欠缺相當注意以防止或減輕該危險或威脅所引起者為限。持有船舶股權船長、船副、船員或引水人不應被認為本本條款所稱之船舶所有人。

All other terms and conditions remain unchanged.

所有其他條件及條款維持不變。

For use with :

Institute Time Clauses – Freight

Institute Voyage Clauses – Freight

Institute War and Strikes Clauses – Freight – Time

Institute War and Strikes Clauses – Freight – Voyage

使用於：

協會定時條款—運費

協會航程條款—運費

協會戰爭及罷工條款—運費—定時

協會戰爭及罷工條款—運費—航程

保費支付條款

Premium Payment Clause

The (Re)Insured undertakes that premium will be paid in full to Underwriters within _____ days of inception of this policy (or, in respect of instalment premiums, when due).

If the premium due under this policy has not been so paid to Underwriters by the day from the inception of this policy (and, in respect of instalment premiums, by the date they are due) Underwriters shall have the right to cancel this policy by notifying the (Re)Insured via the broker in writing. In the event of cancellation, premium is due to Underwriters on a pro rata basis for the period that Underwriters are on risk but the full policy premium shall be payable to Underwriters in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this policy.

It is agreed that Underwriters shall give not less than 15 days prior notice of cancellation to the (Re)Insured via the broker. If premium due is paid in full to Underwriters before the notice period expires, notice of cancellation shall automatically be revoked. If not, the policy shall automatically terminate at the end of the notice period.

Unless otherwise agreed, the Leading Underwriter (and Agreement Parties if appropriate) are authorised to exercise rights under this clause on their own behalf and on behalf of all Underwriters participating in this contract.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

Where the premium is to be paid through a London Market Bureau, payment to Underwriters will be deemed to occur on the day of delivery of a premium advice note to the Bureau.

被(再)保險人同意在保單生效後_____日內全額支付保險人保險費(或分期支付之到期日前)。

若保險費未於保單生效日內支付保險人(或如為分期保費，則為各分期保費到期日)，保險人得以書面通知經紀人轉知被(再)保險人方式解除本保險。契約解除時，應支付給保險人之到期保費，依保險人承保風險期間比例計算之，然於終止日前發生依本保單可為有效求償之損失或事故時，即應將全部保單保費支付給保險人。

謹此協議，保險人透過保險經紀人給再被保險人之書面解約通知不得少於15日。如到期保費於該通知期限屆滿前全部支付給保險人，該書面解約通知即自動失效。如未繳納，本保單於該通知期限屆滿時自動終止。

除另有協議外，謹此授權首席保險人(及所協議之適當之人)得代表其自己及參與本保險契約之所有保險人行使本條款之權利。

如任何法院或適當管轄地行政官署認為本條款任何規定應為無效或不得強制履行時，該無效或不得強制履行不應影響本條款其他規定之效力，且本條款仍應具有完全之效力。

如保費係透過London Market Bureau為支付者，給保險人之保費支付視為保費繳納通知送達該Bureau之日時發生。

全損時全額保費支付條款

Full Premium if Lost Clause

In the event of actual or constructive total loss of the vessel covered herein from an insured peril, an additional premium shall be paid hereon at a rate representing the difference between the annual rate and the rate paid hereon.

被保險船舶因承保風險而為實際全損或推定全損時，應以年度保費費率及已支付之費率間差異費率支付額外保費。

戰爭險防護及補償條款

War Risks Protection and Indemnity Clauses

1. This insurance is also to cover such Protection and Indemnity risks which are excluded from the marine insurance by reason of the operation of the War Exclusion (and Strikes etc Exclusion and Malicious Acts Exclusion, where applicable) clause or clauses in the rules of the Club covering Protection and Indemnity risks or in the policy of the insurance covering such risks and current at the time of happening of the accident or occurrence giving rise to the claim. In the event that Protection and Indemnity Risks are not insured against marine Perils this insurance shall be construed as if such insurance had been covered by the _____.
 2. This insurance is also to cover liability for contractual repatriation expenses of any crew member as a result of any of the risks set forth in the preceding clause.
 3. Claims for which these Underwriters are liable under these clauses shall not be subject to any deduction and/or franchise.
 4. The liability of Underwriters under these clauses in respect of any one accident or series of accidents arising out of the same casualty shall be limited to the sum hereby insured.
 5. These Underwriters agree to accept the same percentage interest under these clauses as accepted on Hull War Risks.
 6. Should the vessel at the natural expiry time of this policy be at sea, and provided the Automatic Termination Clauses in the Hull War Risk Policy have not by that time been brought into operation, this insurance shall be extended, provided previous notice be given to Underwriters, at a premium to be mutually agreed until Midnight, G.M.T. of the day on which the vessel is moored at the next port to which she proceeds and 24 hours thereafter.
 7. This Protection and Indemnity Insurance shall terminate automatically at the same time as the Hull Insurance against War Risks and upon the terms and conditions provided for in the Automatic Termination Clauses of the Hull War Risk Policy.
1. 本保險亦承保，因造成損失求償之事件或事故發生當時之防護及補償協會之協會規章或承保該風險之保險保單中之戰爭除外條款(及可適用之罷工等除外條款及惡意行為除外等)之適用而除外不保之防護及補償風險。如該防護及補償風險並非承保海上風險時，本保險應以該保險業已為_____所承保而為適用。
 2. 本保險亦承保任何船員因前述條款所規定之任何風險所生之契約遣返責任。
 3. 本保險人依本條款應負責之求償不適用任何自負額或起賠額。
 4. 保險人於本條款有關任一事件或同一事故所生之一連串事件之責任應限制於本保險所載之投保金額。
 5. 保險人同意接受依船體戰爭風險保所接受之同樣承保比例為本條款之承保。
 6. 如船舶於本保單之保險期間屆滿仍位於海上，且船體戰爭風險保單之自動終止條款未啟動運作者，於事先通知保險人及另行協議保費之情況下，本條款擴及承保至船舶抵達次一港口繫纜當日之格林威治時間午夜為止。
 7. 於船體保險之戰爭風險及船體戰爭風險之自動終止條款所規定條件及條款成就時之同一時間，本防護及補償保險亦自動終止。

8. Notwithstanding the provisions of the preceding Clause in the event of loss or shipwreck of the vessel from any cause prior to the natural expiry time or automatic termination of this policy, this insurance shall continue to cover the liability of the Assured to the crew of the insured vessel, subject to its terms and conditions and at an additional premium if so required by Underwriters, until the crew shall be either discharged or landed at a port or place to which the owners or charterers are obliged to bring them.
8. 無論前述條款規定為何，於本保單之保險期間屆滿或自動終止前之任何原因導致船舶全損或成為殘骸，於適用相關條件條款及保險人所要求之額外保費情況下，本保險仍繼續承保被保險人對於被保險船舶之船員責任，以迄船舶所有人或租傭船人履行將該船員安排於某港口或地點下船或上岸之義務為止。

放射性污染除外條款

1/10/90

Institute Radioactive Contamination Exclusion Clause

1/10/90

CL.356

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith. 本條款應有至上效力，其應優先本保險任何與其不相一致之規定

1. In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by, contributed to by or arising from:
 - 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,
 - 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,
 - 1.3 any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
1. 於任何情況下，本保險均不承保由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：
 - 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，
 - 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，
 - 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。

放射性污染、化學、生物、生化及電磁武器除外條款

10/11/2003

Institute Radioactive Contamination, Chemical, Biological, Bio- Chemical and Electromagnetic Weapons Exclusion Clause

10/11/2003

CL 370

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith 本條款應有至上效力，其應優先本保險任何與其不相一致之規定

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
 - 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
 - 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
 - 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - 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.
 - 1.5 any chemical, biological, bio-chemical or electromagnetic weapon
1. 在任何情況下，本保險均不承保由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
 - 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
 - 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
 - 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
 - 1.4 任何放射性物質之放射性、具毒性、爆炸性或其他危險或污染性之財產。本第項除外條款不擴大適用擬用於、運送、儲存或使用於任何商業、農業、醫學、科學或其他類似和平目的之放射性同位素，核子燃料除外。
 - 1.5 任何化學、生物、生化或電磁武器。

保費展期條款

Deffered Premium Clause

Notwithstanding anything herein to the contrary the premium or consideration for this insurance is payable by installments as follows: 無論是否有無相反規定，本保險之保費或約因對價應以下列期數支付之：

25% of annual premium due and payable at inception as the first installment.

25%年度保費於起保時到期並支付，為第一期保費

25% of annual premium due and payable on the day ____ of as the second installment

25%年度保費於____到期並支付，為第二期保費

25% of annual premium due and payable on the day ____ of as the third installment

25%年度保費於____到期並支付，為第三期保費

25% of annual premium due and payable on the day ____ of as the fourth installment

25%年度保費於____到期並支付，為第四期保費

In the event of a total loss covered hereunder all future installments shall immediately become due and payable and the Company shall be entitled to take credit therefore. 於發生本保單所承保之全損時，所有後來分期保費應視為立即到期，且本保險公司有權將其貸入己方。

保費展期支付條款(再保險)

Deferred Payment of Premium Clause (R/I)

Notwithstanding anything herein to the contrary the premium or consideration for this reinsurance is payable in four equal instalments.

OOO, Agents for the Reassured, are specially authorised until further notice to receive payment on behalf of the Underwriters, of such instalments. In the event of any instalment not being received by the due date, this Reinsurance may be cancelled in accordance with the provisions of the Brokers Cancellation Clause.

In the event of a Total Loss covered hereunder all future instalments shall immediately become due and payable and the Underwriters shall be entitled to take credit thereof.

無論是否有無相反規定，本再保險之保費或約因對價應以四同等分期支付之。

於收到代表保險人之通知時，經此特別授權再保險被保險人之代理人_____應支付該分期保費。如於到期日時尚未接獲任何分期保費者，即得依照經紀人解約條款規定解除本再保險契約。

於發生本保單所承保之全損時，所有後來分期保費應視為立即到期，且保險人有權將其貸入己方。

同時支付條款 (再保險)

Simultaneous Payment Clause (R/I)

In the event of a claim falling on the original contract of insurance Reinsuring Underwriters hereby undertake to make payment of their respective proportions of such claim to the Reassured at the same date on which payment is to be made by the Reassured providing fourteen days notice be given in writing to Reinsuring Underwriters.

某求償為原保險契約所承保時，再保險人保證會於再保險被保險人向再保險人提出求償書面通知之14日內，支付該求償之各自分擔部分給再保險之被保險人。

協會重置條款

1/1/34

Institute Replacement Clause

1/1/34

CL161

In the event of loss of or damage to any part or parts of an insured machine caused by a peril covered by the Policy the sum recoverable shall not exceed the cost of replacement or repair of such part or parts plus charges for forwarding and refitting, if incurred, but excluding duty unless the full duty is included in the amount insured, in which case loss, if any, sustained by payment of additional duty shall also be recoverable.

Provided always that in no case shall the liability of the Underwriters exceed the insured value of the complete machine.

因本保單承保風險造成被保險機器之任何部分或數部分減失或毀損時，可得求償之數額不應超過該部分或數部分之重置或修理成本加上所發生之轉運及重裝費用，但不包括稅捐在內，除非該稅捐已包括於投保金額內，此時且於發生時，可求償已支付之額外稅捐。

但於任何情況下，保險人的責任不得超過整部機器的保險金額。

各自責任通知條款

Several Liability Notice

The subscribing insurer's obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any cosubscribing insurer who for any reason does not satisfy all or part of its obligations.

本保險契約各署名保險人之責任應為各自責任而非連帶責任，僅限於其所各自簽認之範圍。任一署名保險人無須負責任何其他署名保險人全部或一部無法履行其義務時之責任。

特別條件及除外風險條款

1/8/1977

Special Conditions and Excluded Risks

1/8/1977

CI 131

1. It is a condition of this insurance that when the vessel concerned is under way the assured named in the Policy or other competent person(s) shall be on board and in control of the vessel.
 2. No claim shall be allowed in respect of:
 - (a) loss of or damage to the vessel or liability to any third party or any salvage services,
 - (i) caused by or arising from the vessel being stranded, sunk, swamped, immersed or breaking adrift while left moored or anchored unattended off an exposed beach or shore,
 - (ii) arising while the vessel is participating in racing or speed tests, or any trials in connection therewith,
 - (b) rudder, propeller, strut, shaft, motor, electrical machinery or batteries, and their connections, unless the loss or damage is caused by the vessel being immersed as a result of heavy weather or is caused by the vessel being stranded, sunk, burnt, on fire, or in collision with any other vessel, pier or jetty, or while being removed from or placed in the vessel, or by theft of the entire vessel, or by theft following upon forcible entry in the vessel or place of storage, or by theft of outboard motor provided it is securely locked to the vessel or her boat(s) by an anti-theft device in addition to its normal method of attachment, or by fire in the place of storage ashore, or by malicious acts,
 - (c) any liability to or incurred by any person engaged in water skiing, aquaplaning or similar sport, while being towed by the vessel or preparing to be towed or after being towed until safely on board the vessel
 3. If the vessel is fitted with inboard machinery no liability shall attach to this policy in respect of any claim caused by or arising through fire or explosion unless the vessel is equipped in the engine room or engine space, tank space and galley, with a fire extinguishing system automatically operated or having controls at the steering position and properly installed and maintained in efficient working order.
- 1.於船舶航行中 本保單列名之被保險人或其他適格之人應於船上且控管該船舶為本保險之前提要件。
 - 2.下列事項不予理賠：
 - (a)下列事項所致船舶之滅失或毀損或對任何第三人之責任或任何救助服務：
 - (i)船舶擱淺、沈沒、滅頂、沈浸或於無人看管之開放海灘或岸邊繫纜或下錨時斷纜漂浮，
 - (ii)因船舶參與賽船或船速測試或任何與其有關之適航，
 - (b)舵、螺旋槳、船柱、傳動軸、馬達、電力機器或電池及其連接裝置，然該滅失或毀損係船舶因惡劣天候浸水或船舶擱淺、沈沒、焚燬或失火，或與任何其他船舶、堤岸或碼頭碰撞，或船舶移動位置，或全船盜竊，或暴力進入船舶或堆放處所盜竊，船外機盜竊(然以該船舶或其小艇具有一般方式以外之額外防止盜竊裝置予以妥善上鎖者為限)，或岸上堆放處失火，或惡意行為所致者除外，
 - (c)對任何由船舶所拖帶或準備拖帶或拖帶後以迄安全上船期間進行水上滑水、滑水板或類似運動之人所致或所生之責任。
 - 3.如船舶安裝艇內機，本保單不承保有關因失火或爆炸所致或所生之任何求償之責任，然船舶配置有引擎室或引擎艙、燃油艙及機艙，並具有自動運作或得由駕駛艙為控制之消防滅火系統，且已妥善安裝並為有效工作狀態之維護者除外。

特別條件及額外除外風險條款

1/11/1985

Special Conditions and Further Excluded Risks

1/11/1985

CI 131

1. It is a condition of this insurance that when the vessel concerned is under way the assured named in the schedule to the Policy or other competent person(s) shall be on board and in control of the vessel.
 2. No claim shall be allowed in respect of loss of or damage to the vessel or liability to any third party or any salvage services,
 - (a) caused by or arising from the vessel being stranded, sunk, swamped, immersed or breaking adrift while left moored or anchored unattended off an exposed beach or shore,
 - (b) arising while the vessel is participating in racing or speed tests, or any trials in connection therewith,
 3. Further, and without derogation from the above, no claim shall be allowed in respect of loss of or damage to motor and connections rudder strut shaft or propeller electrical equipment and batteries and connections therewith
 - 3.1 by the vessel being immersed as a result of heavy weather
 - 3.2 by the vessel being stranded, sunk, burnt, on fire, or in collision with any other vessel, pier or jetty,
 - 3.3 whilst being removed from or placed in the vessel,
 - 3.4 by theft of the entire vessel, or by theft following upon forcible entry in the vessel or place of storage or repair
 - 3.5 by theft of outboard motor(s) provided it is securely locked to the vessel or her boat(s) by an anti-theft device in addition to its normal method of attachment,
 - 3.6 by fire in the place of storage ashore or repair ashore
 - 3.7 by malicious acts,
 4. No claim shall be allowed in respect of any liability to or incurred by any person engaged in water skiing, aquaplaning, while being towed by the vessel or preparing to be towed or after being towed until safely on board or ashore
 5. No claim shall be allowed in respect of any liability to or incurred by any person engaged in a sport or activity other than water-skiing or aquaplaning, while being
1. 於船舶航行中 本保單列名之被保險人或其他適格之人應於船上且控管該船舶為本保險之前提要件。
 2. 不理賠下列事項所致船舶之滅失或毀損或對任何第三人之責任或任何救助服務：
 - (a) 船舶擱淺、沈沒、滅頂、沈浸或於無人看管之開放海灘或岸邊繫纜或下錨時斷纜漂浮，
 - (b) 因船舶參與賽船或船速測試或任何與其有關之適航，
 3. 此外，於不影響前項規定之情況下，不理賠下列事項所致對舵、螺旋槳、船柱、傳動軸、馬達、電力機器或電池及其連接裝置之滅失或毀損之求償：
 - 3.1 因惡劣天候浸水
 - 3.2 船舶擱淺、沈沒、焚燬或失火，或與任何其他船舶、堤岸或碼頭碰撞，
 - 3.3 船舶移動位置，
 - 3.4 全船盜竊，或暴力進入船舶或堆放或修理處所盜竊，
 - 3.5 船外機盜竊(然以該船舶或其小艇具有一般方式以外之額外防止盜竊裝置予以妥善上鎖者為限)，
 - 3.6 岸上堆放或修理處所失火，
 - 3.7 惡意行為，
 4. 不理賠對於任何由船舶所拖帶或準備拖帶或拖帶後以迄安全上船期間進行水上滑水、滑水板或類似運動之人所致或所生責任之求償。
 5. 不理賠對於任何由船舶所拖帶或準備拖帶或拖帶後以迄安全上船期間進行除滑水或滑水板以外之運動或

towed by the vessel or preparing to be towed or after being towed until safely on board or ashore.

6. If the vessel is fitted with inboard machinery no liability shall attach to this insurance in respect of any claim caused by or arising through fire or explosion unless the vessel is equipped in the engine room (or engine space), tank space and galley, with a fire extinguishing system automatically operated or having controls at the steering position and properly installed and maintained in efficient working order.

活動之人所致或所生責任之求償。

6. 如船舶安裝艇內機，本保單不承保有關因失火或爆炸所致或所生之任何求償之責任，然船舶配置有引擎室或引擎艙、燃油艙及機艙，並具有自動運作或得由駕駛艙為控制之消防滅火系統，且已妥善安裝並為有效工作狀態之維護者除外。

恐怖活動除外條款

Terrorism Exclusion Clause

This contract excludes any loss, damage, liability or expense arising from :

- a) terrorism; and or
- b) steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, anticipated, threatened, suspected or perceived terrorism.

For the purpose of this clause, "terrorism" means any act(s) of any person(s) or organization(s) involving :

- (i) the causing, occasioning or threatening of harm of whatever nature and by whatever means;
- (ii) putting the public or any section of the public in fear, in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organization(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

If any Insurer asserts that any loss, damage, liability or expense is not covered by reason of this clause it shall be for the Assured to prove the contrary.

本契約除外不保因以下列事項所致之滅失、毀損、責任或費用：

- a) 恐怖活動；及或
- b) 為預防、鎮壓、控制或降低因實際發生之恐怖活動、及意圖進行、參與、威脅、疑似或辨識恐怖活動所採取之措施。

為本條款之目的，"恐怖活動"係指任何個人或組織之行為涉及：

- (i) 無論任何性質或方法之造成、隨機或傷害威脅；
- (ii) 合理包括由單獨一人或多人或組織完全或部分為達成政治、宗教、意識型態或類似本質之目的，而置全部公眾或部分公眾於恐懼之中。

於保險人主張因前述除外事項所致之任何滅失、毀損、費用或費用非由本保險承保，由被保險人負反證之責。

暴力偷竊、海盜及船員惡意不法行為除外條款

Violent Theft, Piracy and Barratry Exclusion (for use with the Institute Time Clauses Hulls 1/10/83)

Where the hull and machinery insurance of the vessel is written on terms which include the Institute Time Clauses Hulls 1/10/83, the said clauses are hereby amended as follows:

1. Clause 4.1 shall be deleted and replaced by the following:

“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 automatic termination shall be deferred until arrival at her next port. However where such change, suspension, discontinuance or withdrawal of her Class has resulted from loss or damage covered by Clause 6 of this insurance or which would be covered by an insurance of the vessel subject to current Institute War and Strikes Clauses Hulls - Time 1/10/83 as amended by the violent theft, piracy and barratry extension clause, such automatic termination shall only operate should the vessel sail from her next port without the prior approval of the Classification Society.”

2. Clause 6.1.3 shall be deleted

3. Clause 6.1.5 shall be deleted

4. Clause 6.2.5 shall be deleted

5. “23(a),” shall be inserted between “23,” and “24” in Clause 21.1.8

6. The words “(barratry and piracy excepted)” shall be deleted from Clause 23.2

7. A new Clause 23(a) shall be inserted after Clause 23 and before Clause 24 as follows:

“23(a) VIOLENT THEFT, PIRACY AND BARRATRY EXCLUSION

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

23(a).1 violent theft by persons from outside the Vessel

23(a).2 piracy

23(a).3 barratry of Master Officers or Crew.”

於船舶之船體及機器保險係以納入協會定時船體條款 1/10/83 條件為保險者，前述條款應修改如下：

1. 第 4.1 條予以刪除，並以下列用語取代：

“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，然如船舶當時位在海面上，則該自動終止延至到達次一港口時為止。若船級之變更、中止、撤銷、撤回係為本保險第 6 條或依協會船體定時戰爭及罷工條款 1/10/83 所修訂暴力偷竊、海盜或惡意不法行為擴大承保條款所承保之毀損或滅失所引起時，該自動終止僅於船舶未經船級協會同意前逕自駛離次一港口之時，始生效之。”

2. 第 6.1.3 條予以刪除

3. 第 6.1.5 條予以刪除

4. 第 6.2.5 條予以刪除

5. 於第 21.1.8 條之“第 23 條”及“第 24 條”間插入“第 23(a) 條”

6. 刪除第 23.2 條“船員惡意不法行為及海盜除外”

7. 第 23 條後及第 24 條前，插入全新的第 23(a) 條如下：

23(a) 暴力偷竊、海盜及船員惡意不法行為除外條款

於任何情況下，本保險不承保下列事項所致之滅失、毀損、責任或費用：

23(a).1 來自船舶外之人之暴力偷竊

23(a).2 海盜

23(a).3 船長船副或海員之惡意不法行為。”

協會戰爭、原子及核子除外條款

(船體再保)

1/10/83

Institute War, Atomic and Nuclear Exclusion (Hull Reinsurance)

1/10/83

CL303

- | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|
| 1. In no case shall this insurance cover loss damage liability or expense caused by | 1. 本保險無論如何均不承保下列事項所致之毀損滅失責任或費用： |
| 1.1 war, civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power | 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 capture seizure arrest restraint or detainment (barratry and piracy excepted), and the consequences thereof or any attempt thereat | 1.2 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 |
| 1.3 derelict mines torpedoes bombs or other derelict weapons of war. | 1.3 棄置之水雷、魚雷、炸彈或其他棄置之戰爭武器。 |
| 2. 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. | 2. 本保險無論如何均不承保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。 |

協會擔保條款

1/7/76

Institute Warranties

1/7/76

CL26

1. Warranted no:-

- (a) Atlantic Coast of North America, its rivers or adjacent islands,
 - (i) north of 52° 10' N. Lat. and west of 50° W. Long.;
 - (ii) south of 52° 10' N. Lat. in the area bounded by lines drawn between Battle Harbour/Pistolet Bay; Cape Ray/Cape North; Port Hawkesbury/Port Mulgrave and Baie Comeau/Matane, between 21st December and 30th April both days inclusive.
 - (iii) west of Baie Comeau/Matane (but not west of Montreal) between 1st December and 30th April both days inclusive.

- (b) Great Lakes or St. Lawrence Seaway west of Montreal.
- (c) Greenland Waters.
- (d) Pacific Coast of North America its rivers or adjacent islands north of 54° 30' N. Lat., or west of 130° 50' W. Long.

2. Warranted no Baltic Sea or adjacent waters east of 15° E. Long.

- (a) North of a line between Mo (63° 24' N. Lat.) and Vasa (63° 06' N. Lat.) between 10th December and 25th May b.d.i.
- (b) East of a line between Viipuri (Vyborg) (28° 47' E. Long.) and Narva (28° 12' E. Long.) between 15th December and 15th May b.d.i.
- (c) North of a line between Stockholm (59° 20' N. Lat.) and Tallinn (59° 24' N. Lat.) between 8th January and 5th May b.d.i.
- (d) East of 22° E. Long, and south of 59° N. Lat. between 28th December and 5th May b.d.i.

3. Warranted not North of 70° N. Lat. other than

1. 擔保不航行於：

- (a) 下列北美大西洋沿岸、河流或鄰近島嶼
 - (i) 北緯 52 度 10 分以北，西經 50 度以西；
 - (ii) 於 12 月 21 日至 4 月 30 日(該 2 日不計入)期間，於北緯 52 度 10 分以南 Pattle 港/Pistolet 灣；Cape Ray/ Cape North；Hawkesbury 港/Mulgrave 港及 Baie Comeau/Matane 各點間所圍劃之區域。
 - (iii) 於 12 月 1 日至 4 月 30 日(該 2 日不計入)期間，於 Baie Comeau/Matane 以西 (非 Montreal 以西)。

- (b) 大湖區或 Montreal 以西之聖羅倫斯河海道
- (c) 格陵蘭水域
- (d) 北緯 54 度 30 分以北或西經 130 度 50 分以西之北美太平洋沿岸、河流或鄰近島嶼

2. 擔保不航行於下列西經 15 度以東波羅的海或鄰近水域：

- (a) 於 12 月 10 日至 5 月 25 日(該 2 日不繼任)航行於 Mo(北緯 60 度 24 分)及 Vasa(北緯 63 度 6 分)間直線以北
- (b) 於 12 月 15 日至 5 月 15 日(該 2 日不計入)航行於 Viipuri(Vyborg)(東經 28 度 47 分)至 Narva(東經 28 度 12 分)間直線以東
- (c) 於 1 月 8 日至 5 月 5 日(該 2 日不計入)航行於 Stockholm(北緯 59 度 20 分)及 Tallinn(59 度 24 分)間直線以北
- (d) 12 月 28 日至 5 月 5 日間航行於東經 22 度以東及北緯 59 度以北區域

3. 除直接往返挪威或 Kola 灣任何港口或地

- voyages direct to or from any port or place in Norway or Kola Bay.
4. Warranted no Behring Sea, no East Asian waters north of 46° N. Lat. and not to enter or sail from any port or place in Siberia except Nakhodka and/or Vladivostock.
 5. Warranted not to proceed to Kerguelen and/or Croset Islands or south of 50° S. Lat., except to ports and/or places in Patagonia and/or Chile and/or Falkland Islands, but liberty is given to enter waters south of 50° S. Lat., if en route to or from ports and/or places not excluded by this warranty.
 6. Warranted not to sail with Indian Coal as cargo:-
 - (a) between 1st March and 30th June, b.d.i.
 - (b) between 1st July and 30th September, b.d.i., except to ports in Asia, not West of Aden or East of or beyond Singapore.
- 點外，擔保不航行於北緯 70 度以北之水域。
4. 擔保不航行於 Behring 海、北緯 46 度以北之東亞水域且不往返除 Nakhodka 及或 Vladivostock 以外之任何西伯利亞港口或地點。
 5. 除前往巴塔哥尼亞及或智利及或福克蘭群島之港口或地點外，擔保不航經 Kerguelen 及或 Croset 島或南緯 50 度以南水域，然途經或從非本擔保除外港口地點時得選擇進入南緯 50 度以南水域。
 6. 擔保不於下列期間地區載運印度煤炭貨物：
 - (a) 自 3 月 1 日至 6 月 30 日(該 2 日不計入)
 - (b) 自 7 月 1 日至 9 月 30 日(該 2 日不計入)不航行於 Aden 以西或新加坡以東(不包括新加坡)水域，然亞洲港口除外。

協會遊艇條款－機器損害擴大承保條款

1/11/1985

Institute Yacht Clauses Machinery Damage Extension Clause

1/11/1985

CI 322

Notwithstanding the provisions of Clauses 9.2.2.1, 9.2.2.2 and 10.10 of the Institute Yacht Clauses 1/11/85, but subject always to the other terms and conditions of this insurance, cover is extended to include loss of or damage to motor and connections electrical equipment and batteries and connections caused by:-

- (1) latent defects in hull or machinery, breakage of shafts or bursting of boilers (excluding the cost and expense of replacing or repairing the defective part, broken shaft or burst boiler)
- (2) the negligence of any person whatsoever, but excluding the cost of making good any defect resulting from either negligence or breach of contract in respect of any repair or alteration work carried out for the account of the Assured and/or the Owners or in respect of the maintenance of the Vessel
- (3) heavy weather.

無論協會遊艇條款(1/11/85)第9.2.2.1、9.2.2.2及10.10條規定為何，於適用本保險其他條件及條款之情況下，擴大承保下列事項所致對發動機及相連電子設備及電池及連接品之滅失或毀損：

- (1) 船體或機器之隱有瑕疵、軸心斷裂、鍋爐爆炸(不包括該瑕疵零件、斷裂軸心或爆炸鍋爐之重置或修理成本及費用)
- (2) 任何人無論任何原因之過失，但不包括為被保險人及或船舶所有人所進行之任何修理或更換作業或船舶保養之過失或違約所致瑕疵之任何修復成本。
- (3) 惡劣天候。

協會遊艇條款－賽船風險擴大承保條款

(僅與協會遊艇條款1/11/85一起使用)

1/11/1985

Institute Yacht Clauses Racing Risk Extension Clause

(for use only with the Institute Yacht Clauses 1/11/85)

1/11/1985

CL 330

1. In consideration of the payment of an additional premium as stated in the Schedule to the policy it is agreed that, notwithstanding the provisions of Clauses 10.4 and 10.5 of the Institute Yacht Clauses 1/11/85:

1.1 The cost of replacing or repairing sails, masts, spars, standing and running rigging lost or damaged by an insured peril whilst the Vessel hereby insured is racing shall be recoverable hereunder, to the extent only of 2/3rds of such cost (without application of Clause 12 Excess and Deductible of the Institute Yacht Clauses 1/11/85 in this insurance), unless the loss or damage be caused by the Vessel being stranded, sunk, burnt, on fire, in collision or in contact with any external substance (ice included) other than water, when the cost of replacement or repair shall be recoverable in full, subject only to the deduction new for old and to the excess or deductible in the said Clause 12 in this insurance.

Warranted that no additional insurance is or shall be placed covering any part of the cost of replacement or repair not recoverable under the foregoing Clause 1.1.

1.2 The Underwriters' liability under Clause 1.1 above arising out of any one occurrence whilst racing shall be calculated upon the basis that the full replacement cost of all sails carried whether set or not, masts, spars, standing and running rigging shall not exceed the sum stated for this purpose in the Schedule to the policy.

1. 於支付本保單附錄所載額外保費之考量下，無論協會遊艇條款 1/11/85 第 10.4 及 10.5 條規定為何，謹此同意承保：

1.1 承保船舶於賽船時因承保風險所致船帆、桅杆、桿柱、底座及滑輪滅失或毀損之更換或修理費用，得予求償，然僅限於該費用之三分之二(不適用本保險協會遊艇條款 1/11/85 第 12 條超額及自負額條款)，然該滅失或毀損為船舶擱淺、沈沒、焚燬、失火、與水以外之物體(包括冰)碰撞或碰觸所致者時，該更換或修理費用可全額求償，惟應適用本保險前述第 12 條之自負額、新換舊及超額或自負額規定。

擔保不投保或安排額外保險以承保前述 1.1 條所無法求償之更換或修理成本或其任何項所無法求償之更換或修理成本或其任何部分。

1.2 保險人於前述第 1.1 條之責任限於賽船時之任一事件所生，並依所搭載之所有船帆(無論安置與否)、桅杆、桿柱、底座及滑輪之全部更換成本作為計算基礎，且不得超過本保單附錄為此目的所載明之金額。

協會遊艇個人行李條款

(僅與協會遊艇條款1/11/85一起使用，並使用於艙房可上鎖之船舶)

1/11/1985

Institute Yacht Clauses Personal Effects Clauses

(For use only with the Institute Yacht Clauses 1/11/85 in insurances covering Vessels with lockable cabin accommodation)

1/11/1985

CI 331

The following extension shall apply provided that a separate amount insured in respect of Personal Effects is stated in the Schedule to the policy.

本保單附錄有載明有關個人行李之獨立保險金額之情況下，下列擴大承保適用之：

1 Subject always to its terms and conditions, this insurance is extended to cover (without reference to any excess and deductible in Clause 12.1 of the Institute Yacht Clauses 1/11/85), all risks of loss of or damage to Personal Effects, being the personal property of the Assured and/or of the Assured's family, and crew's clothes provided by the Owners, while on board or in use in connection with the insured Vessel, including while in transit from the Assured's place of residence to the insured Vessel, and until return to such place of residence, but EXCLUDING CLAIMS ARISING FROM:

1.於適用本保險各條件及條款，本保險擴大承保(不適用協會遊艇條款1/11/85第12.1條之任何起賠及自負額)對於位於船上或與被保險船舶之使用有關之屬於被保險人及或被保險人家屬所有及船舶所有人所提供給船員之衣物個人行李滅失或毀損之所有風險，包括從被保險人居住地轉運往被保險船舶途中，以迄返回該居住地時為止，但不包括下列事項所生之求償：

1.1 wear and tear, gradual deterioration, damp, mould, mildew, vermin, moth and mechanical derangement

1.1 自然損耗、逐漸變質、濕氣、腐朽、發霉、蟲害、蛾害及機械式形變

1.2 breakage of articles of a brittle nature, unless caused by the vessel being stranded, sunk, burnt, on fire or in collision, or by stress of weather, burglars or thieves

1.2 易碎物件之破裂，然船舶擱淺、沈沒、焚燬、失火或碰撞、或惡劣天候、竊盜或偷竊

1.3 loss of cash, currency, banknotes or travellers cheques

1.3 現金、貨幣、紙幣或旅行支票

1.4 loss of water-skis or diving equipment, unless as a result of fire or theft following forcible entry or of total loss of the Vessel

1.4 划水或潛水設施之損失，然為失火或強制進入之偷竊或船舶全損所致者除外

1.5 perils excluded by Clauses 21, 22 and 23 of the Institute Yacht Clauses 1/11/85.

1.5 協會遊艇條款1/11/85第21、22及23條除外不保之風險。

2 AVERAGE

This insurance is subject to the condition of average, that is to say, if the property covered by this extension shall at the time of any loss be of greater value than the

2.海損

本保險應適用海損條款，亦即，如某財物為本擴大承保所承保

amount insured hereunder in respect thereof, the Assured shall only be entitled to recover such proportion of the said loss as such amount insured bears to the total value of the said property.

時，如於任何時間之任何損失價值上高於投保金額時，被保險人僅有權請求該損失相對於投保金額與該財物總價值之比例部分。

3 NON-CONTRIBUTION

This insurance does not cover any loss or damage which at the time of the happening of such loss or damage is or would, but for the existence of this insurance, be insured under any other insurance, except in respect of any excess beyond the amount which would have been payable under such other insurance had this insurance not been effected.

3.不分擔

如滅失或損失發生當時，除本保險外，尚有或應有任何其他保險所承保者，本保險不承保任何滅失或毀損，然有關該其他保險所應支付之數額以外之任何超額部分除外，就此部分，本保險不受影響。

4 LIMIT OF INDEMNITY

The amount recoverable under this Personal Effects extension shall be limited to the amount insured in respect thereof, as stated in the Schedule to the policy, (any single article valued at £100 or more to be specially declared).

4.補償額度

本個人行李擴大承保可得請求之數額應限於本保單附錄所載之投保金額(任何單一物件之價值超過100 英鎊或以上者，應特別聲明)。