

兴 Chung Kuo Insurance Company, Limited 川田 產物保險股份 佰 鼠 0

兆豐產物船舶保險 - 協會船舶港口險時間條款

保單簡介

免費申訴電話: 0800-053-588

95.12.20 兆產(95)備字第 0710 號

一、 承保範圍:

- 本保險承保被保險標的物因下列事故所引起之毀損或滅失:
- 1. 海上河流湖泊或其他航行水域之危險事故。
- 2. 火災、爆炸。
- 3. 船上以外人員之暴力偷竊。
- 4.投棄
- 5. 海上劫掠。
- 6. 核子裝載或反應器之破裂或意外事故。
- 7. 與航空器或類似標的物或其墜落標的物、陸上運輸工具、船塢或港內 設備或設施之接觸。
- 8. 地震、火山爆發或雷閃。
- 本保險承保被保險標的物因下列事故所引起之毀損或滅失:
- 1. 在裝卸或轉裝貨物或燃料時之意外事故。
- 2. 鍋爐破裂軸承斷裂或船體或機器任何潛在之瑕疵。
- 3. 船長船員水手或引水人員疏忽。
- 4. 非被保險人身份之修理人員或租船人之疏忽。
- 5. 船長船員或水手之惡意行為。
- 所引起者在內。 以上損失或毀損不包括由於被保險人、船東或經理人員缺乏應有之努力
- <u>|</u> 船長船員水手或引水人員,雖持有該船的股權時,亦不得被視為本第六 條所稱之船東。



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二、 除外不保事項

- 1. 搬移或處理阻礙物、殘餘物、貨物或任何其他物體。
- 2.任何不動產或動產或其任何物件,但屬於其他船舶及其上之財物則除外。
- 3.被保險船舶上或經其約定之貨物或其他財物。
- 4. 人身的死亡、體傷或疾病。
- 5.任何不動產或動產或其他任何物件之汙染 (但屬於與被保險船舶碰撞之其他 船舶及其上之財物則除外)



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協會船舶港口險時間條款 兆豐產物船舶保險 保單條款 免費申訴電話:0800-053-588

95.12.20 兆產(95)備字第 0710 號

* 20/7/87

INSTITUTE TIME CLAUSES HULLS PORT RISKS

This insurance is subject to English law and practice

NAVIO The Ve limits s TERM This C inconsi	NAVIGATION The Vessel has leave to proceed to and from any wet or dry docks harbours ways cradies and pontoons, within the limits specified in this insurance. TERMINATION This Clause 2 shall prevail notwithstanding any provision whether written typed or printed in this insurance inconsistent therewith. Unless Underwriters agree to the contrary in writing this insurance shall terminate automatically at the time of Unless Underwriters agree to the contrary in writing this insurance shall terminate automatically at the time of Unless Underwriters agree to the contrary in writing this insurance shall terminate automatically at the time of Unless Underwriters agree to the contrary in writing this insurance shall terminate automatically at the time of Unless Underwriters agree to the contrary in writing this insurance shall terminate automatically at the time of Unless Underwriters agree to the contrary in writing this insurance shall terminate automatically at the time of United States and Ponton States an
2.1	change of the Classification Society of the Vessel, or change, suspension, discontinuance, withdrawal or expiry of her Class therein. However where such change, suspension, discontinuance or withdrawal of her Class has resulted from loss or damage covered by Clause 4 of this insurance or which would be covered by an insurance of the Vessel subject to current Institute War and Strikes Clauses Hulls-Time such automatic termination shall not operate. any change, voluntary or otherwise, in the ownership or flag, transfer to new management, or charter on a bareboat basis, or requisition for title or use of the Vessel. However, in the event of requisition for title or use without the prior execution of a written agreement by the Assured, such automatic termination shall occur fifteen days after such requisition whether the Vessel is in port or at sea.
ASSIG	ASSIGNMENT
No assi be bind Assured such en	No assignment of or interest in this insurance or in any moneys which may be or become payable thereunder is to be binding on or recognised by the Underwriters unless a dated notice of such assignment or interest signed by the Assured, and by the assignor in the case of subsequent assignment, is endorsed on the Policy and the Policy with such endorsement is produced before payment of any claim or return of premium thereunder.
PERILS	
4.1	This insurance covers loss of or damage to the subject-matter insured caused by
4.1.1	perils of the seas rivers lakes or other navigable waters
4.1.2	fire lightning explosion
4.1.3	violent theft by persons from outside the Vessel
4.1.4	jettison
4.1.5	piracy
4.1.6	breakdown of or accident to nuclear installations or reactors
4.1.7	contact with aircraft or similar objects, or objects falling therefrom, land conveyance, dock or harbour equipment or installation.
4.2	This insurance covers loss of or damage to the subject-matter insured caused by
4.2.1	accidents in loading discharging or shifting cargo or fuel
4.2.2	bursting of boilers breakage of shafts or any latent defect in the machinery or hull
4.2.3	negligence of Master Officers Crew or Pilots
4.2.4	negligence of repairers or charterers provided such repairers or charterers are not an Assured hereunder
4.2.5	barratry of Master Officers or Crew,
	provided such loss or damage has not resulted from want of due diligence by the Assured, Owners or Managers.
4.3	Master Officers Crew or Pilots not to be considered Owners within the meaning of this Clause 4 should they hold shares in the Vessel.



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9.1.4 9.1.3 9.1.1 9.1.2 Should the Vessel hereby insured come into collision with or receive salvage services from another vessel belonging wholly or in part to the same Owners or under the same management, the Assured shall have the same rights under this insurance as they would have were the other vessel entirely the property of Owners not interested in the Vessel hereby insured; but in such cases the liability for the collision or the amount payable for the services rendered shall be referred to a sole arbitrator to be agreed upon between the Underwriters and the Assured. 7.4.4 7.4.3 7.4.2 7.4.1 7.4 PROTECTION AND INDEMNITY SISTERSHIP **EXCLUSIONS** 7.2.1 7.1.1 This insurance covers loss of or damage to the Vessel caused by any governmental authority acting under the powers vested in it 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 insurance, 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. Master, Officers, Crew or Pilots not to be considered Owners within the meaning of this Clause 6 should they hold shares in the Vessel. POLLUTION HAZARD COLLISION LIABILITY In no case shall this insurance cover loss damage liability or expense caused by earthquake or voicanic eruption. This exclusion applies to all claims including claims under Clauses 7, 9, 11 and 13. EARTHQUAKE AND VOLCANIC ERUPTION EXCLUSION The Underwriters agree to indemnify the Assured for any sum or sums paid by the Assured to any other person or persons by reason of the Assured becoming legally liable, as owner of the Vessel, for any claim, demand, damages and/or expenses, where such liability is in consequence of any of the following matters or things and arises from an accident or occurrence during the period of this insurance: respect of The Underwriters will also pay the legal costs incurred by the Assured or which the Assured may be compelled to pay in contesting liability or taking proceedings to limit liability, with the prior written consent of the Underwriters. Provided always that this Clause 7 shall in no case extend to any sum which the Assured shall pay for or in The indemnity provided by this Clause 7 shall be in addition to the indemnity provided by the other terms and conditions of this insurance and shall be subject to the following provisions: where such payment by the Assured is in consequence of the Vessel hereby insured coming into collision with any other vessel. The Underwriters agree to indemnify the Assured for any sum or sums paid by the Assured to any other person or persons by reason of the Assured becoming legally liable by way of damages for liability under Clause 1(a) of the current Lloyd's Standard Form of Salvage Agreement in respect of unsuccessful, partially successful, or uncompleted services if and to the extent that the salvor's expenses plus the increment exceed any amount otherwise recoverable under the Agreement. loss of life, personal injury, illness or payments made for life salvage any attempted or actual raising, removal or destruction of any fixed or movable object or property or other thing, including the wreck of the Vessel, or any neglect or failure to raise, remove, or destroy the same loss of or damage to any fixed or movable object or property or other thing or interest whatsoever, other than the Vessel, arising from any cause whatsoever in so far as such loss or damage is not covered by Clause 7 the cargo or other property on, or the engagements of, the insured Vessel loss of life, personal injury or illness pollution or contamination of any real or personal property or thing whatsoever (except other vessels with which the insured Vessel is in collision or property on such other vessels). liability assumed by the Assured under contracts of customary towage for the purpose of entering or leaving port or manoeuvring within the port during the ordinary course of trading any real or removal or disposal of obstructions, wrecks, cargoes or any other thing whatsoever In no case shall the Underwriters' total liability under Clauses 7.1 and 7.2 exceed their proportionate part of the insured value of the Vessel hereby insured in respect of any one such collision. Where the insured Vessel is in collision with another vessel and both vessels are to blame then, unless the liability of one or both vessels becomes limited by law, the indemnity under this Clause 7 shall be calculated on the principle of cross-liabilities as if the respective Owners had been compelled to pay to each other such proportion of each other's damages as may have been properly allowed in ascertaining the balance or sum payable by or to the Assured in consequence of the collision. general average of, salvage of, or salvage under contract of, any such other vessel or property thereon, delay to or loss of use of any such other vessel or property thereon loss of or damage to any other vessel or property on any other vessel personal property or thing whatsoever except other vessels or property on 22288 7 22 2 79 322 26 22828 සුහ 28 57 2

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10.3 The Underwriters may also take tenders or may require further tenders to be taken for the repair of the Vessel. Where such a tender has been taken and a tender is accepted with the approval of the Underwriters, an allowance shall be made at the rate of 30% per annum on the insured value for time lost between the despatch of the invitations to tender required by Underwriters and the acceptance of a tender to the extent that such time is lost solely as the result of tenders having been taken and provided that the tender is accepted without delay after receipt of the Underwriters' approval.

Due credit shall be given against the allowance as above for any amounts recovered in respect of fuel and stores and wages and maintenance of the Master Officers and Crew or any member thereof, including amounts allowed in general average, and for any amounts recovered from third parties in respect of damages for detention and/or loss of profit and/or running expenses, for the period covered by the tender allowance or any part thereof.

Where a part of the cost of the repair of damage other than a fixed deductible is not recoverable from the Underwriters the allowance shall be reduced by a similar proportion.

10.4 In the event of failure to comply with the conditions of this Clause 10, a deduction of 15% shall be made from the amount of the ascertained claim.

1 GENERAL AVERAGE AND SALVAGE

This insurance covers the Vessel's proportion of salvage, salvage charges and/or general average, reduced in respect of any under-insurance, but in case of general average sacrifice of the Vessel the Assured may recover in respect of the whole loss without first enforcing their right of contribution from other parties.

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- 11.2 Adjustment to be according to the law and practice obtaining at the place where the adventure ends, as if the contract of affreightment contained no special terms upon the subject; but where the contract of affreightment so provides the adjustment shall be according to the York-Antwerp Rules. 26.2 192
- No claim under this Clause 11 shall in any case be allowed where the loss was not incurred to avoid or in connection with the avoidance of a peril insured against.

12 DEDUCTIBLE

- No claim arising from a peril insured against shall be payable under this insurance unless the aggregate of all such claims arising out of each separate accident or occurrence (including claims under Clauses 7, 9, 11 198 197
- 12.3 Excluding any interest comprised therein, recoveries against any claim which is subject to the above deductible shall be credited to the Underwriters in full to the extent of the sum by which the aggregate of the claim unreduced by any recoveries exceeds the above deductible.

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Interest comprised in recoveries shall be apportioned between the Assured and the Underwriters, taking into account the sums paid by the Underwriters and the dates when such payments were made, notwithstanding that by the addition of interest the Underwriters may receive a larger sum than they have

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- 13.1 In case of any loss or misfortune it is the duty of the Assured and their servants and agents to take such measures as may be reasonable for the purpose of averting or minimising a loss which would be recoverable under this insurance.
- Subject to the provisions below and to Clause 12 the Underwriters will contribute to charges properly and reasonably incurred by the Assured their servants or agents for such measures. General average, salvage charges (except as provided for in Clause 13.5) collision defence or attack costs and costs incurred by the Assured in avoiding, minimising or contesting liability covered by Clause 9 are not recoverable under this 216 217 218 219 220 221 221 222 223
- 13.3 Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.
- 13.4 When expenses are incurred pursuant to this Clause 13 the liability under this insurance shall not exceed the proportion of such expenses that the amount insured hereunder bears to the value of the Vessel as stated herein, or to the sound value of the Vessel at the time of the occurrence giving rise to the expenditure if the sound value exceeds that value. Where the Underwriters have admitted a claim for total loss and property insured by this insurance is saved, the foregoing provisions shall not apply unless the expenses of suing and labouring exceed the value of such property saved and then shall apply only to the amount of the expenses which is in excess of such value.
- 13.5 When a claim for total loss of the Vessel is admitted under this insurance and expenses have been reasonably ineurred in saving or attempting to save the Vessel and other property and there are no proceeds, or the expenses exceed the proceeds, then this insurance shall bear its pro rata share of such proportion of the expenses, or of the expenses in excess of the proceeds, as the case may be as may reasonably be regarded as having been incurred in respect of the Vessel; but if the Vessel be insured for less than its sound value at the time of the occurrence giving rise to the expenditure, the amount recoverable under this clause shall be reduced in proportion to the under-insurance.
- The sum recoverable under this Clause 13 shall be in addition to the loss otherwise recoverable under this insurance but shall in no circumstances exceed the amount insured under this insurance in respect of the Vessel.



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•		harter Hire for Series of Voyages. A sum not exceeding 50% of the gross d under the charter in a period not exceeding 18 months. Any sum insured n into account and only the excess thereof may be insured. An insurance begin on the signing of the charter.	or the e of a fall be sxages		Additional insurances as follows are permitted: Disbursements, Managers' Commissions, Profits or Excess or Increased Value of Hull and Machinery. A sum not exceeding 25% of the value stated herein.		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. In making this determination only the cost relating to a single accident or sequence of damages arising from the same accident shall be taken into account.	CONSTRUCTIVE TOTAL LOSS 19.1 In ascertaining whether the Vessel is a constructive total loss, the insured value shall be taken as the repaired value and nothing in respect of the damaged or break-up value of the Vessel or wreck shall be taken into account.	The Underwriters shall not be liable in respect of unrepaired damage for more than the insured value at the time this insurance terminates.	In no case shall the Underwriters be liable for unrepaired damage in the event of a subsequent total loss (whether or not covered under this insurance) sustained during the period covered by this insurance or any extension thereof.	UNREPAIRED DAMAGE 18.1 The measure of indemnity in respect of claims for unrepaired damage shall be the reasonable depreciation in the market value of the Vessel at the time this insurance terminates arising from such unrepaired damage, but not exceeding the reasonable cost of repairs.	In no case shall any sum be allowed under this insurance either by way of remuneration of the Assured for time and trouble taken to obtain and supply information or documents or in respect of the commission or charges of any manager, agent, managing or agency company or the like, appointed by or on behalf of the Assured to perform such services.	AGENCY COMMISSION	WAGES AND MAINTENANCE No claim shall be allowed, other than in general average, for wages and maintenance of the Master, Officers and Crew, or any member thereof, except when incurred solely for the necessary removal of the Vessel, with the agreement of the Underwriters, from one port to another for the repair of damage covered by the Underwriters, or for trial trips for such repairs, and then only for such wages and maintenance as are incurred whilst the Vessel is under way.	m	areas of plating damaged during the course of fairing, either in place or ashore, supplying and applying the first coat of primer/anti-corrosive to those particular areas mentioned in 15.1 and 15.2 above.	gritolasting and/or other surface preparation of: the butts or area of plating immediately adjacent to any renewed or refitted plating damaged during the	grithasting and/or other surface preparation of new bottom plates ashore and supplying and applying any "shop" primer thereto,	In no case shall a claim be allowed in respect of scraping gritblasting and/or other surface preparation or painting of the Vessel's bottom except that	BOTTOM TREATMENT	NEW FOR OLD Claims payable without deduction new for old.
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NUCLEAR EXCLUSION 3 In no case shall this insurance cover loss damage liability or expense arising from any weapon of war employing 3 atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter. 3	MALICIOUS ACTS EXCLUSION In no case shall this insurance cover loss damage liability or expense arising from 3.24.1 the detonation of an explosive 24.2 any weapon of war 24.2 any weapon of war 3.32.4 any weapon of war 3.32.4 any person acting maliciously or from a political motive. 3.33.4 and caused by any person acting maliciously or from a political motive.	STRIKES EXCLUSION 3 STRIKES EXCLUSION In no case shall this insurance cover loss damage liability or expense caused by 3 3.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions 3 23.2 any terronist or any person acting from a political motive. 3	WAR EXCLUSION In no case shall this insurance cover loss damage liability or expense caused by In no case shall this insurance cover loss damage liability or expense caused by 22.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or 22.2 against a belligerent power 22.2 capture seizure arrest restraint or detainment (barratry and piracy excepted), and the consequences 22.3 thereof or any attempt thereat 22.3 derelict mines torpedoes bombs or other derelict weapons of war.	The following clauses shall be paramount and shall override anything contained in this insurance inconsistent 3 therewith.	RETURNS FOR CANCELLATION To return pro rata monthly net for each uncommenced month if this insurance be cancelled either by agreement or by the operation of Clause 2 provided that a total loss of the Vessel, whether by insured perils or otherwise, has not occurred during the period of this insurance or any extension thereof.	Insurance irrespective of amount against: Any risks excluded by Clauses 5, 22, 23, 24 and 25. Warranted that no insurance on any interests enumerated in the foregoing 20.1.1 to 20.1.6 in excess of the amounts permitted therein and no other insurance which includes total loss of the Vessel P.P.I., F.I.A., or subject to any other like term, is or shall be effected to operate during the currency of this insurance by or for account of the Assured, Owners, Managers or Mortgagees. Provided always that a breach of this warranty shall not afford the Underwriters any defence to a claim by a Mortgagee who has accepted this insurance without knowledge of such breach.
337 338 339	332 333 334 335 336	328 329 330 331	321 322 323 324 324 325 326	319 320	315 316 317 318	307 308 309 310 311 312 313