兆豐產物保險股份有限公司
Chung Kuo Insurance Company, Limited

兆豐產物船舶保險 －
協會船舶兵險時間條款
保單簡介

免費申訴電話：0800-053588

95.12.20 兆產(95)備字第 0714 號

一、 承保範圍：

（一）兵險所承保的危險有下列四類：

1. 戰爭。
2. 捕獲。
3. 遺棄之武器。
4. 沒收。

（二）罷工險所承保的危險有下列兩類：

1. 罷工。
2. 恐怖行為。

二、 兵險與罷工險除外不保事項

1. 英美法蘇中共五國任何國家之間戰爭之爆發所引起之損失或費用。
2. 徵用或先占之損失或費用。
3. 船籍國之政府或任何公共或地方機構命令下所為之捕獲、扣押、拘留、禁止、沒收或徵用，因而引起之損失、費用。
4. 檢疫規則所規定或違反關稅或貿易規則所遭受之捕獲、扣押、拘留、禁制、扣留、沒收或徵收。因而引起之損失費用。
5. 通常司法程序之運作，未能提供保證或繳付罰緩或罰金。
6. 海盜行為所引起之損失、費用。
7. 由任何核燃料，核廢料或核燃料燃燒之輻射污染或離子化輻射，直接或間接所致之滅失、毀損、責任或費用。
8. 任何核子裝置，反應爐或其他核子組合裝置或核子成分之放射品、毒品、爆炸品或其他危險品或受污染之物品所致者。
9. 使用原子或核子分裂或融合，或其他類似反應或輻射力或輻射物質之戰爭武器所致者。
10. 協會船舶時間條款所承保之損失或費用，或者若無該條款第 12 條自負額之規定即可獲償之損失或費用。
11. 任何其他承保本船舶之保險所可索賠，或可賠償之金額;或若無本保險(指兵險)之存在即可獲償之損失或費用。
12. 遲延所致的費用之任何索賠，惟英國法律於原則上可獲償之費用或 1974 年 York-Antwest rule 可獲償之費用則不在此限。

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1/10/83

(FOR USE ONLY WITH THE NEW MARINE POLICY FORM)

INSTITUTE WAR AND STRIKES CLAUSES

Hulls—Time

This insurance is subject to English law and practice

1 PERILS

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

1.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

1.2 capture seizure arrest restraint or detainment, and the consequences thereof or any attempt thereat

1.3 derelict mines torpedoes bombs or other derelict weapons of war

1.4 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions

1.5 any terrorist or any person acting maliciously or from a political motive

1.6 confiscation or expropriation.

2 INCORPORATION

The Institute Time Clauses—Hulls 1/10/83 (including 4/4ths Collision Clause) except Clauses 1.2, 2, 3, 4, 6, 12, 21.1.8, 22, 23, 24, 25 and 26 are deemed to be incorporated in this insurance in so far as they do not conflict with the provisions of these clauses.

Held covered in case of breach of warranty as to towage or salvage services provided notice be given to the Underwriters immediately after receipt of advices and any additional premium required by them be agreed.

3 DETAINMENT

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

4 EXCLUSIONS

This insurance excludes

4.1 loss damage liability or expense arising from

4.1.1 any detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter, hereinafter called a nuclear weapon of war

4.1.2 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

4.1.3 requisition or pre-emption

4.1.4 capture seizure arrest restraint detainment confiscation or expropriation by or under the order of the government or any public or local authority of the country in which the Vessel is owned or registered

4.1.5 arrest restraint detainment confiscation or expropriation under quarantine regulations or by reason of infringement of any customs or trading regulations

4.1.6 the operation of ordinary judicial process, failure to provide security or to pay any fine or penalty or any financial cause

4.1.7 piracy (but this exclusion shall not affect cover under Clause 1.4).

4.2 loss damage liability or expense covered by the Institute Time Clauses—Hulls 1/10/83 (including 4/4ths Collision Clause) or which would be recoverable thereunder but for Clause 12 thereof,

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4.3 any claim for any sum recoverable under any other insurance on the Vessel or which would be recoverable under such insurance but for the existence of this insurance,

4.4 any claim for expenses arising from delay except such expenses as would be recoverable in principle in English law and practice under the York-Antwerp Rules 1974.

5 TERMINATION

5.1 This insurance may be cancelled by either the Underwriters or the Assured giving 7 days notice (such cancellation becoming effective on the expiry of 7 days from midnight of the day on which notice of cancellation is issued by or to the Underwriters). The Underwriters agree however to reinstate this insurance subject to agreement between the Underwriters and the Assured prior to the expiry of such notice of cancellation as to new rate of premium and/or conditions and/or warranties.

5.2 Whether or not such notice of cancellation has been given this insurance shall TERMINATE AUTOMATICALLY

5.2.1 upon the occurrence of any hostile detonation of any nuclear weapon of war as defined in Clause 4.1.1 wheresoever or whensoever such detonation may occur and whether or not the Vessel may be involved

5.2.2 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

5.2.3 in the event of the Vessel being requisitioned, either for title or use.

5.3 In the event either of cancellation by notice or of automatic termination of this insurance by reason of the operation of this Clause 5, or of the sale of the Vessel, pro rata net return of premium shall be payable to the Assured.

This insurance shall not become effective if, subsequent to its acceptance by the Underwriters and prior to the intended time of its attachment, there has occurred any event which would have automatically terminated this insurance under the provisions of Clause 5 above.

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