

# 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 - 協會船舶建造險時間條款 保單簡介

免費申訴電話：0800-053588

95.12.20 兆產(95)備字第 0715 號

保險標的物

(若下列第一部份(A)、(B)兩項或第二部份所載保險標的物涉及一部份以上者，則其各別之文義記載分別適用於其各自部份。)

第一部份 暫定保期 \_\_\_\_\_ 從 \_\_\_\_\_ 但如在暫定保期屆滿前交船者，本保險自船舶移交船東之時終止。

(A) 船體與機器，在建造人船廠或其他處所建造中者。

內 容	合約或船廠編號	暫定價值	建造人及處所

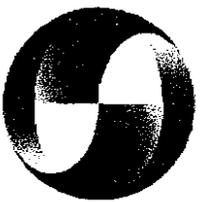
本(A)項所載係承保在建造人之船廠或其船廠所在地港口範圍內之其他地點建造之船體與機器以及在上述各地點間之運送。保險人對於其承保之每一項器材在各該地點所負之責任，應自下列各時間開始生效：

- (i) 如該項器材業經分配予被保船舶使用者，則始自本部份所載之起保日；
- (ii) 如該項器材係本部份起保後交付者，則始自交付（如已被分配）建造人之時；
- (iii) 如該項器材係本部份起保後分配者，則始自建造人分配之時。

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(B) 機器，在次承包商建造處所建造中者。

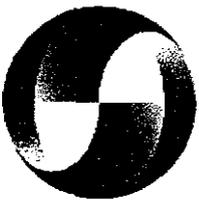
內 容	合約或船廠編號	暫定價值	建造人及處所

本(B)項所載係承保在次承包商之工廠或其所在地港口範圍內之其他地點建造之機器以及在上列各地點間之運送。

保險人對其所承保之每一項目所負之責任，應自下列各時間開始

生效：一

- (i) 如該項器材業經分配予被保險船舶使用者，則始自本部份所載之起保日。
  - (ii) 如該器材係本部份起保後交付者，則始自交付（如已被分配）次系包商之時，
  - (iii) 如該器材係本部份起保後分配者，則始自次系包商分配之時。
- 本(B)項尚系保當被保險標的，
- (a) 在建造人船廠或其船廠港口範圍內交付建造人之運送。
  - (b) 在建造人船廠或其船廠港口範圍內之其他建造處所以及其間之運送。



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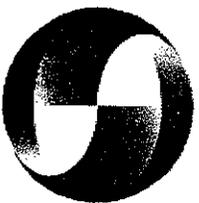
第二部份 暫定期限 \_\_\_\_\_ 從 \_\_\_\_\_ 但如在暫定期限屆滿前交船者，本保險自船舶移交船東之時終止。  
機器，自交付與建造人之時起保：

內 容	合約或船廠編號	暫定價值	建造人及處所

本第二部份所載係承保在建造人之船廠及其所在地港口範圍內之其他地點建造之機器以及在上述各地點間之運送。保險人對本第二部份所承保之每一項器材之責任始自交付予建造人之時。

### 1 保險價值

- 1.1 本保單所訂價值屬暫定價值即同意按最後合約價格或建造總成本另加成投保之總價中較大者，視為本保險所承保標的物之保險價值。
  - 12 按上述所決定之保險價值，如
    - 12.1 超過在條款所記載之暫定價值者，被保險人同意向保險人申報所超過之金額，同時按保單全額費率加繳保費，而保險人亦同意承擔其增加部份之責任。
    - 12.2 少於在本條款所記載之暫定價值者，本保單之保險金額應比例降低，同時保險人同意按其所減少部份按保單全額費率比例退還保費。
  - 13 不過，如保險價值超過暫定價值的百分之一百二十五時，保險人對於本保險之任何一次事故或同一事件一連串事故之賠償責任最高仍以暫定價值的百分之一百二十五為限。



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14 又本保險對於因變更原設計之材料、設備或船型所致保險價值之變動不受本條之限制，但上述之變更必須徵得保險人之特別同意方予承保。

## 2 運送

對於以上第一部份或第二部份所列運送範圍外之運送危險，須另行安排加費後予以承保。

## 3 延遲交船

如果無法按照前述所載暫定期間而延遲將船舶交付船東者，可另行加費後繼續承保，但其展延最多以完成船舶試航三十天為限。

## 4 偏航或變更航程

如船舶有偏航或變更航程情形發生，被保險人應於知悉後立即通知保險人，而保險人可更改承保條件並加費承保。

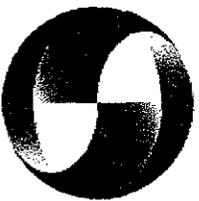
## 5 危險事故

5.1 本條內容仍須受本建造險條款中其他條文、條件與除外事項之約束，本保險承保在保單期間內所有造成被保險標的滅失或毀損之危險，並包括在保險期間內所發現任何潛在缺陷部份之修理、重置或更新之費用在內。但本保險對於錯誤焊接之更新部份不予負責。

5.2 假使船舶下水失敗，保險人對於其接著為完成該船舶下水所必需之費用負責。

## 6 地震與火山爆發除外

本保險不承保因地震或火山爆發所造成之滅失、損壞、責任或費用。此項除外適用於所有理賠包括第13, 17, 19與20條所訂在內。



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### 7 污染危險

本保險承保由於任何政府當局依其權力執行爲防止或減輕因被保險船舶所造成應由本保險負責之損壞直接所引起之污染危險或有污染威脅時所致被保險船舶之滅失或損壞，但該政府當局的行爲以非由於被保險人、船東或經理人或其中任何一人對防止或減輕該污染危險未盡相當注意所引起者爲限。船長、船員、水手或引水人員即使持有船舶股權，但不被視爲本第6條中所指稱之船東。

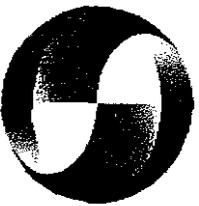
### 8 錯誤設計

不管本保單中或其他所附貼之條款中有任何相反之規定，本保險對於因任何部份之錯誤設計所導致被保險標的之滅失或毀損仍以負責，但該錯誤設計部份本身之修理、更改、重置或更新之成本或費用以及由於設計本身因而必須改善或更改所發生之費用除外。

### 9 航行

9.1 船舶在建造地或港口範圍之任何水渠或乾船塢、港埠、船台、支架及浮箱間之來往移動或因裝配、進塢、試航或交船之需要，而以本身動力於建造地或港口二百五十哩範圍內之航行，不論當時係載貨或空載航行，均在承保範圍之內，但如超過二百五十哩須獲保險人同意並加費後方予承保。

9.2 船舶在建造地或港口外之任何拖曳行爲，須事先通知保險人同意並加費後方予承保。



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### 10 自負額

10.1 除非本保險承保之每一件單獨意外或事故損失之累計金額（包括第 13, 17, 19 與 20 條所承保之損失與費用）超過本約定自負額，否則本保險對於任何由承保危險所造成之損失概不賠付，如超過者應先扣除此項約定之金額，不過，對於船舶擱淺後合理之船底檢查費用，無論是否發現損壞，保險人仍應賠付。本 10.1 條規定不適用於被保險船舶之全損或推定全損或因同一意外事故所引起第 20 條所訂之相關理賠。

10.2 本條規定在兩個連續港口間的一個單獨海程中遭遇惡劣氣候所致之損失，得視為一個意外損失來計算自負額。如該惡劣氣候發生期間超越本保險期間之外，則上述自負額之適用應按惡劣氣候發生於本保險期間內之天數與發生於本單獨海程內之天數之比例計算之。本 10.2 條款所稱之「惡劣氣候」，應認為包括「與冰之接觸」在內。

10.3 對於追償之任何賠款應全部歸保險人所有，但以損失之總額超過自負額之部份為限，且以上之計算不包括利息之因素在內。

10.4 對於這償賠款之利息收入，應按保險人之賠付金額與賠付日期，由被保險人與保險人比例分配，即使保險人因加上利息致所得超過其所賠付之全額亦不受影響。

### 11 未修理損害

11.1 當衡量船舶未修理損害之補償金額時，應計入本保險終止當時船舶市價因未修理所致之合理折舊，但不得超過其合理修理費用。

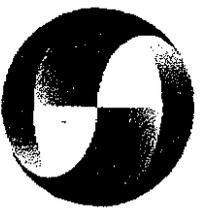
11.2 保險人對於船舶受損未經修理嗣於本保險承保期間或任何



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- 延續期間內發生全損時（不論是否為本保險所承保者），則該未修理之損害不予補償。
- 113 保險人對於在本保險終止時超過保險價值之未修理損害部份不予負責。
- 12 推定全損
- 12.1 當確定船舶是否構成推定全損時，對於受損或解體之殘值與船舶殘骸均不列入考慮，僅以保險價值與修理金額作比較。
- 12.2 除非回復或修理之費用超過保險價值時，推定全損不能成立。當決定此項回復或修理費用時，僅限於每一單獨意外事故或同一意外事故所引起之連續損害為考慮要件。
- 13 共同海損與施救
- 13.1 本保險承保被保險船舶所應比例負擔之施救、施救費用暨共同海損，如係不足額保險須扣減其比例部份，但對於共同海損之犧牲部份，被保險人可全額獲得補償，且不須先履行其要求其他關係人分攤之權利。
- 13.2 如運送契約中無特別明文規定，有關共同海損與施救之理算應依照航程終止地之法律與實務為準；但如運送契約中規定須依照「約克安特衛普規則」理算者，則從其規定。
- 13.3 當船舶放空航行而未訂租船合約時，應適用1974年約克安特衛普規則（但規則中第20與21條除外），而為此目的之航程應視為繼續自駛離啟航港起算至船舶抵達非避難港或加油港之外的第一個港口為止，假如在任何中途港放棄原定航程時，則此航程即視為終止。
- 13.4 本12條規定對於非為避免或非與避免承保危險有關所發生之損失不予賠償。



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## 14 通知理賠

如發生可能在本保單所承保範圍內之滅失、毀損或費用時，應在進行修理前通知保險人，如被保險船舶係在國外建造，則應請最近之勞依茲代理人指派查勘人員來代表保險人。

## 15 利益變更

任何被保險標的物利益之變更均不影響本保單之效力。

## 16 轉讓

本保險之利益或任何應付賠款之轉讓，除非經被保險人及其各轉讓人簽署附有日期之轉讓通知，並經保險人在保單中加批，否則保險人不受其拘束或承諾，同時被保險人在接受任何賠款或退費前亦須出示該批註之保險單方可。

## 17 碰撞責任

17.1 保險人同意補償被保險人造成他人下列各項損害依法所應負賠償責任或所應給付他人款項

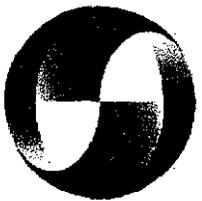
17.1.1 任何他方船舶或其船上財物之滅失或損壞

17.1.2 任何他方船舶或其船上財物之遲延或無法營運之損失

17.1.3 任何他方船舶或其船上財物之共同海損、施救或訂有契約之施救費用。

以上由被保險人所為之給付係指被保險船舶與任何其他方船舶發生碰撞之結果所致。

17.2 本第 17 條所訂保附加於本保險其他條款與條件以外之獨立補償規定，且須適用下列各項規定：



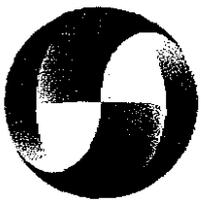
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- 17.2.1 當被保險船舶與其他船舶發生碰撞而兩船均有過失時，除非其中之一船或兩船已依法限制其責任外，本第17條規定之補償將按照交叉責任原則來計算，即有關船東應接受或付出之賠償金額視同由雙方船東各按碰撞所造成對方之損害程度之比例互賠對方之損失。
- 17.2.2 保險人依本第17.1及17.2條規定對於任何一次碰撞所負之總責任以不超過其船舶保險價值之比例部份。
- 17.3 如經保險人之事先同意保險人亦賠付被保險人所發生之法律費用或被保險人對其責任提出抗辯或已進行訴訟申請限制責任所可能支付之費用。

### 除外事項

- 17.4 本第17條規定不包括被保險人對下列所應支付之款項。
- 17.4.1 遷移或處理礙障物、船舶殘骸、貨物或任何其他物品。
- 17.4.2 任何不動產或動產或其他物品，但屬於他方船舶或其船上之財物除外。
- 17.4.3 被保險船舶上或經其約定之貨物或其他財物。
- 17.4.4 人身之死亡、體傷或疾病。
- 17.4.5 任何不動產或動產或無論何種物品之污染或污損（但對屬於與被保險船舶碰撞之他方船舶及其船上之財物除外）。



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### 18 姊妹船

如被保險船舶與全部或部分屬於同一船東或同一管理人之其他船舶發生碰撞或接受該其船舶之施救，被保險人在本保險中所享有之權利應視為其船舶係與另一完全無關之船東所屬船舶發生之情形相同；但在此情形下，其碰撞責任或施救費用金額應由保險人與被保險人雙方同意之單一仲裁人裁定之。

### 19 防護與補償

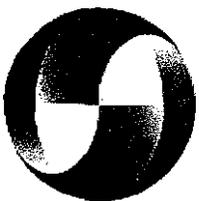
19.1 保險人同意補償被保險人身為船東依法對他人之任何索賠、要求、損壞以及費用應負責之任何金額或已給付之款項，而此項責任係於本保險承保期間任何下列意外或事故所造成之結果：

19.1.1 任何原因所造成除船舶以外之任何固定或可移動物體或財物或其他物體或標的之滅失或損壞，而該項滅失或損壞在第17條並未承保者。

19.1.2 任何意圖或實際浮起、遷移或摧毀包括船舶殘骸在內之任何固定的或可移動的物體、財物或其他物品，或此項浮起、遷移或摧毀行為之任何疏忽或失散。

19.1.3 被保險人在正常營運過程中為進出港口或在港區內操作所簽訂之習慣性拖曳契約中所自行承諾之責任。

19.1.4 人身死亡、體傷、疾病或施救人命所為之給付。



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192 保險人同意補償被保險人在本保險期間由下列事項之意外或事故所造成之結果：

192.1 專門為將船上之傷病人員、偷渡者、難民或在海上救起之人員送回岸上所合理發生並因增加之燃油、保險費、薪資、儲存品、糧食暨港埠費用。

192.2 由於船上或岸上發生傳染疾病所因而增加之費用。

192.3 因任何行為、疏忽或違反有關船舶營運之法規而加諸於船舶、被保險人或可從被保險人取得賠償之任何被保險人對於被保險船舶之船長、船員及水手或其代理人之罰金，但保險人對於被保險人，其代理人或船長、船員及水手以外之僱用人員的任何行為疏忽或錯誤所導致之罰金不負補償之責。

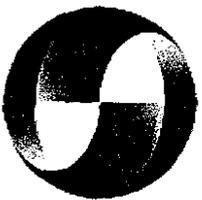
192.4 自被保險人自有，租用或佔用之地點遷移被保險船舶殘骸之費用。

192.5 經保險人事先以書面認可為避免減輕或抗辯被保險人之責任所支付或可能應行支付之法律費用。

## 除外事項

193 雖有第19.1與19.2條之規定，但本第19條仍不承保因下列各項所造成之責任、成本或費用：

193.1 被保險人依勞工補償法或僱主責任法案及任何其他成



# 兆豐產物保險股份有限公司

## Chung Kuo Insurance Company, Limited

文法或不成文法下直接或間接地必項對勞工或任何其他由被保險人所僱用參與船舶或其貨載、器材、修理有關之任何職位人員的意外事故或疾病所為之給付。被保險人於所訂協議中明示或默示性自行承諾其對服務合約中所僱用人員或其他人之學徒的死亡，疾病或受傷所負擔之責任。

1933 任何型式之處罰或警告性之損害賠償。

1934 即將裝載或業已裝載於被保險船舶上之貨物或其他財物，但本10.3.4條對於因將貨物從船舶殘骸中遷出所生之額外費用之索賠不予除外。

1935 在被保險船舶上但屬於造船人或修船人所有或其所應負責之財物。

1936 因契約所導致之責任及在被保險船舶上而屬於被保險人所有或所租用之貨櫃、機具、燃油或其他財物之補償。

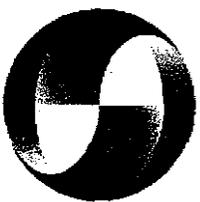
1937 屬於被保險船舶上人員所有之現金，可轉讓票據，貴重金屬或寶石，貴重物品或具有罕見或珍奇特性之物品、或船長、船員或水手的非必要性個人財物。

1938 為等待船長、船員或水手之替換人員致使被保險人船舶遲延所因而增加之燃油、保險費、薪資、儲存品、糧食及港埠費用。

1939 超載或非法捕魚所發生之罰金或罰鍰。

193.10 任何動產、不動產或無論何種物品之污染或污損。

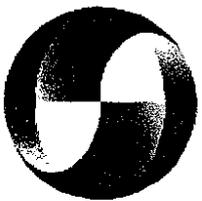
194 本第19條所訂係於本保險其他條款及條件以外所附加之獨立補償規定。



# 兆豐產物保險股份有限公司

## Chung Kuo Insurance Company, Limited

- 19.5 如被保險人或保險人可限制責任時，保險人依據本19條所應賠償之責任不得超過其在該限制責任額中所佔之比例。
- 19.6 保險人依本19條對於任一意外或事故或同一事件所引起之一連串意外所應負之責任不得超過其與船舶保險價值之比例。
- 19.7 茲規定
- 19.7.1 對於根據本第19條可能造成索賠以及或許可由本第19條承保而可能導致被保險人所須負擔之責任成本或費用的每一意外事故或索賠應立即通知保險人。
- 19.7.2 未經保險人事先之書面認可，被保險人對於其可能已在本19條承保範圍內者，不得自行承諾責任或逕行解決賠款。
- 20 被保險人之義務（損害防止）
- 20.1 當有任何損失或不幸事件發生時，被保險人及其僱用人及代理人對於將可自本保險獲償之損失有義務採取合理措施以防止或減輕其損失。
- 20.2 依據以下暨第10條之規定，保險人將分擔被保險人或其僱用人或代理人因此種措施所適當而合理發生之費用。不過，共同海損、施救費用（第20.4條所訂除外）以及碰撞責任辯護或控訴費用暨被保險人爲避免，減輕或抗辯第19條所



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## Chung Kuo Insurance Company, Limited

承保之責任所發生之費用等均不得在本20條求償。

203 被保險人或保險人對於被保險標的所作之施救，防護，或回復之各項措施，不得被認為對委付之放棄或承諾，或影響雙方權益。

204 當保險人已同意賠付全損，而有因施救或試圖施救船舶及其他財物而合理發生的費用，雖其結果並無所獲或者費用大於所獲，鑑於此項可視為船舶所合理發生者，保險人仍同意按比例負擔此項費用或超過施救所獲部份的費用；不過如船舶之保險金額低於發生此項費用當時的完好價值，則保險人之責任亦隨此不足額保險之比例減少。

205 依本20條規定可以獲償之金額應附加於本保險其他獲償損失之分開計算，但無論如何不得超過本保險所保船舶之保險金額。

以下各條款均具最高效力，凡本保險所載任何事項與其相抵觸者均屬無效

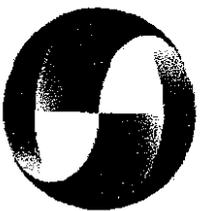
### 21 戰爭兵險除外

本保險不承保因下列危險事故所造成之滅失、損壞、責任或費用

21.1 戰爭、內戰、革命、叛亂、顛覆、或其所引發之內爭或遭受交戰武力攻擊或對其作戰之敵對行為。

21.2 擄獲、扣押、拘管、禁制或留置（惡意行為及海上劫掠除外），以及其結果或其任可有關係企圖。

21.3 被遺棄的水雷、魚雷、炸彈或其他無主的戰爭武器。



# 兆豐產物保險股份有限公司

Chung Kuo Insurance Company, Limited

## 22 罷工除外

本保險不承保因下列危險事故所造成之滅失、損壞、責任或費用：

22.1 罷工、停工人員或參加工潮、暴動或內亂人員。

22.2 任何恐怖份子或來自任何人政治動機之行爲。

## 23 惡意行爲除外

本保險不承保因下列危險事故所造成之滅失、損壞、責任或費用：

23.1 炸藥之爆炸。

23.2 任何戰爭武器。

同時係由任何人之惡意行爲或因政治動機所引起者。

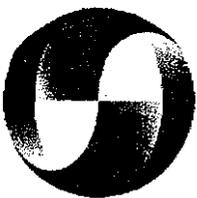
## 24 核子除外

本保險不承保直接或間接由於下列原因引起或所致之毀損、滅失、責任或費用：

24.1 任何核子燃料、核子廢料或核子燃料燃燒所生之電離輻射或輻射污染；

24.2 任何核子設施、反應器或其他核子裝置或其核組件之輻射、有毒、爆炸或其他危害或污染物質；

24.3 任何使用原子或核子分裂，融合或其他類似反應，輻射力或輻射物質之戰爭武器。



# 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 - 協會船舶建造時間條款 保單條款

免費申訴電話：0800-053588

95.12.20 兆產(95)備字第 0715 號

1/6/88

(FOR USE ONLY WITH THE NEW MARINE POLICY FORM)

#### INSTITUTE CLAUSES FOR BUILDERS' RISKS

(This insurance is subject to English law and practice)

VESSEL .....Contract of Yard No.....

BUILDERS ..... ..

BUILDERS' YARDS ..... ..

#### SUBJECT OF INSURANCE

(Where more than one part of the subject-matter insured is described in Section I(A), Section I(B) or Section II below, then the respective wording of Section I(A), Section I(B) or Section II shall be applied to each part separately.)

SECTION I. Provisional Period ..... from ..... but this insurance to terminate upon delivery to Owners if prior to expiry of Provisional Period.  
(A) HULL and MACHINERY etc. under construction at the yard or other premises of the Builders.

Description	Contract or Yard No.	Provisionally valued at	To be built at/by

The subject-matter of this sub-section (A) is covered whilst at Builders' Yard and at Builders' premises elsewhere within the port or place of construction at which the Builders' Yard is situated and whilst in transit between such locations. The Underwriters' liability in respect of each item of this sub-section (A) which is at such locations shall attach from the time:—

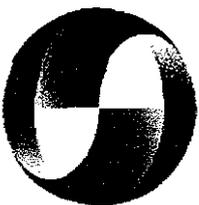
- (i) of inception of this Section I if such item has already been allocated to the Vessel;
  - (ii) of delivery to Builders of such item (if allocated) when delivered after inception of this Section I;
  - (iii) of allocation by Builders if allocated after inception of this Section I.
- (B) MACHINERY etc. insured hereon whilst under construction by Sub-Contractors.

Description	Contract or Yard No.	Provisionally valued at	To be built at/by

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# 兆豐產物保險股份有限公司

## Chung Kuo Insurance Company, Limited

The subject-matter of this sub-section (B) is covered whilst at Sub-Contractors' works and at Sub-Contractors' premises elsewhere within the port or place of construction at which the Sub-Contractors' works are situated and whilst in transit between such locations.

The Underwriters' liability in respect of each item of this sub-section (B) which is at such locations shall attach from the time:—

- (i) of inception of this Section I if such item has already been allocated to the Vessel;
- (ii) of delivery to the Sub-Contractors of such item (if allocated) when delivered after inception of this Section I;
- (iii) of allocation by the Sub-Contractors if allocated after inception of this Section I.

The subject-matter of this sub-section (B) is also covered whilst:—

- (a) in transit to Builders if the transit is within the port or place of construction at which the Builders' Yard is situated;
- (b) at Builders' Yard and at Builders' premises elsewhere within the port or place of construction at which the Builders' Yard is situated and whilst in transit between such locations.

SECTION II. Provisional Period ..... from ..... to .....  
but this insurance to terminate upon delivery to Owners if prior to expiry of Provisional Period.  
MACHINERY etc: insured hereon from delivery to Builders.

Description	Contract or Yard No.	Provisionally valued at	To be built at/by

The subject-matter of this Section II is covered whilst at Builders' Yard and at Builders' premises elsewhere within the port or place of construction at which the Builders' Yard is situated and whilst in transit between such locations. The Underwriters' liability in respect of each item of this Section II shall attach from the time of delivery to Builders.

### 1 INSURED VALUE

1.1 Whereas the value stated herein is provisional, it is agreed that the final contract price, or the total building cost plus..... % whichever is the greater, of the subject-matter of this insurance shall be the insured value.

1.2 Should the insured value, determined as above,

1.2.1 exceed the provisional value stated herein, the Assured agree to declare to the Underwriters hereon the amount of such excess and to pay premium thereon at the full policy rates, and the Underwriters agree to accept their proportionate shares of the increase,

or

1.2.2 be less than the provisional value stated herein, the sum insured by this insurance shall be reduced proportionately and the Underwriters agree to return premium at the full policy rates on the amounts by which their respective lines are reduced.

1.3 Nevertheless, should the insured value exceed 125% of the provisional value, then the limits of indemnity under this insurance shall be 125% of the provisional value, any one accident or series of accidents arising out of the same event.

1.4 Notwithstanding the above it is understood and agreed that any variation of the value for insurance on account of a material alteration in the plans or fittings of the Vessel or a change in type from that originally contemplated does not come within the scope of this clause and such a variation requires the specific agreement of the Underwriters.

### 2 TRANSIT

Held covered at a premium to be arranged for transit not provided for in Section I or II above.

### 3 DELAYED DELIVERY

Held covered at a premium to be arranged in the event of delivery to Owners being delayed beyond the provisional period(s) mentioned above, but in no case shall any additional period of cover extend beyond 30 days from completion of Builders' Trials.

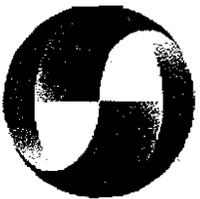
### 4 DEVIATION OR CHANGE OF VOYAGE

Held covered in case of deviation or change of voyage, provided notice be given to the Underwriters immediately after receipt of advices and any amended terms of cover and any additional premium required by them be agreed.

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# 兆豐產物保險股份有限公司

## Chung Kuo Insurance Company, Limited

### 5 PERILS

5.1 SUBJECT ALWAYS TO ITS TERMS, CONDITIONS AND EXCLUSIONS, this insurance is against all risks of loss of or damage to the subject-matter insured caused and discovered during the period of this insurance including the cost of repairing, replacing or renewing any defective part condemned solely in consequence of the discovery therein during the period of this insurance of a latent defect. In no case shall this insurance cover the cost of renewing faulty welds.

5.2 In case of failure of launch, the Underwriters to bear all subsequent expenses incurred in completing launch.

### 6 EARTHQUAKE AND VOLCANIC ERUPTION EXCLUSION

In no case shall this insurance cover loss damage liability or expense caused by earthquake or volcanic eruption. This exclusion applies to all claims including claims under Clauses 13, 17, 19 and 20.

### 7 POLLUTION HAZARD

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 7 should they hold shares in the Vessel.

### 8 FAULTY DESIGN

Notwithstanding anything to the contrary which may be contained in the Policy or the clauses attached thereto, this insurance includes loss of or damage to the subject-matter insured caused and discovered during the period of this insurance arising from faulty design of any part or parts thereof but in no case shall this insurance extend to cover the cost or expense of repairing, modifying, replacing or renewing such part or parts, nor any cost or expense incurred by reason of betterment or alteration in design.

### 9 NAVIGATION

9.1 With leave to proceed to and from any wet or dry docks, harbours, ways, cradles and pontoons within the port or place of construction and to proceed under own power, loaded or in ballast, as often as required, for fitting out, docking, trials or delivery, within a distance by water of 250 nautical miles of the port or place of construction, or held covered at a premium to be arranged in the event of such distance being exceeded.

9.2 Any movement of the Vessel in tow outside the port or place of construction held covered at a premium to be arranged, provided previous notice be given to the Underwriters.

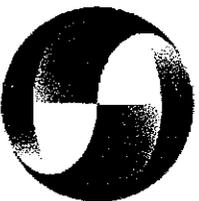
### 10 DEDUCTIBLE

10.1 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 13, 17, 19 and 20) exceeds ..... in which case this sum shall be deducted. Nevertheless the expense of sighting the bottom after stranding, if reasonably incurred specially for that purpose, shall be paid even if no damage be found. This Clause 10.1 shall not apply to a claim for total or constructive total loss of the Vessel or, in the event of such a claim, to any associated claim under Clause 20 arising from the same accident or occurrence.

10.2 Claims for damage by heavy weather occurring during a single sea passage between two successive ports shall be treated as being due to one accident. In the case of such heavy weather extending over a period not wholly covered by this insurance the deductible to be applied to the claim recoverable hereunder shall be the proportion of the above deductible that the number of days of such heavy weather falling within the period of this insurance bears to the number of days of heavy weather during the single sea passage.

The expression "heavy weather" in this Clause 10.2 shall be deemed to include contact with floating ice. 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.

10.4 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 paid.



# 兆豐產物保險股份有限公司

## Chung Kuo Insurance Company, Limited

### 11 UNREPAIRED DAMAGE

- 11.1 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.
- 11.2 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.
- 11.3 The Underwriters shall not be liable in respect of unrepaired damage for more than the insured value at the time this insurance terminates.

### 12 CONSTRUCTIVE TOTAL LOSS

- 12.1 In ascertaining whether the subject-matter insured 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 shall be taken into account.
- 12.2 No claim for constructive total loss based upon the cost of recovery and/or repair 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.

### 13 GENERAL AVERAGE AND SALVAGE

- 13.1 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.
- 13.2 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.
- 13.3 When the Vessel sails in ballast, not under charter, the provisions of the York-Antwerp Rules, 1974 (excluding Rules XX and XXI) shall be applicable, and the voyage for this purpose shall be deemed to continue from the port or place of departure until the arrival of the Vessel at the first port or place thereafter other than a port or place of refuge or a port or place of call for bunkering only. If at any such intermediate port or place there is an abandonment of the adventure originally contemplated the voyage shall thereupon be deemed to be terminated.
- 13.4 No claim under this Clause 13 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.

### 14 NOTICE OF CLAIM

In the event of loss damage liability or expense which may result in a claim under this insurance, prompt notice shall be given to the Underwriters prior to repair and, if the subject-matter is under construction abroad, to the nearest Lloyd's Agent so that a surveyor may be appointed to represent the Underwriters should they so desire.

### 15 CHANGE OF INTEREST

Any change of interest in the subject-matter insured shall not affect the validity of this insurance.

### 16 ASSIGNMENT

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.

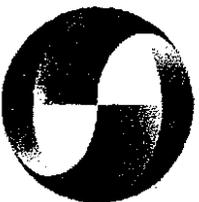
### 17 COLLISION LIABILITY

- 17.1 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
  - 17.1.1 loss of or damage to any other vessel or property on any other vessel
  - 17.1.2 delay to or loss of use of any such other vessel or property thereon
  - 17.1.3 general average of, salvage of, or salvage under contract of, any such other vessel or property thereon, where such payment by the Assured is in consequence of the Vessel hereby insured coming into collision with any other vessel.
- 17.2 The indemnity provided by this Clause 17 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:
  - 17.2.1 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 17 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.
  - 17.2.2 In no case shall the Underwriters' total liability under Clause 17.1 and 17.2 exceed their proportionate part of the insured value of the Vessel hereby insured in respect of any one such collision.
- 17.3 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.

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# 兆豐產物保險股份有限公司

## Chung Kuo Insurance Company, Limited

### EXCLUSIONS

- 17.4 Provided always that this Clause 17 shall in no case extend to any sum which the Assured shall pay for or in respect of
- 17.4.1 removal or disposal of obstructions, wrecks, cargoes or any other thing whatsoever
- 17.4.2 any real or personal property or thing whatsoever except other vessels or property on other vessels
- 17.4.3 the cargo or other property on, or the engagements of, the insured Vessel
- 17.4.4 loss of life, personal injury or illness
- 17.4.5 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).

### 18 SISTERSHIP

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.

### 19 PROTECTION AND INDEMNITY

- 19.1 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:
- 19.1.1 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 17
- 19.1.2 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
- 19.1.3 liability assumed by the Assured under contracts of customary towage for the purpose of entering or leaving port or manoeuvring within the port
- 19.1.4 loss of life, personal injury, illness or payments made for life salvage.
- 19.2 The Underwriters agree to indemnify the Assured for any of the following arising from an accident or occurrence during the period of this insurance:
- 19.2.1 the additional cost of fuel, insurance, wages, stores, provisions and port charges reasonably incurred solely for the purpose of landing from the Vessel sick or injured persons or stowaways, refugees, or persons saved at sea
- 19.2.2 additional expenses brought about by the outbreak of infectious disease on board the Vessel or ashore fines imposed on the Vessel, on the Assured, or on any Master Officer crew member or agent of the Vessel who is reimbursed by the Assured, for any act or neglect or breach of any statute or regulation relating to the operation of the Vessel, provided that the Underwriters shall not be liable to indemnify the Assured for any fines which result from any act neglect failure or default of the Assured their agents or servants other than Master Officer or crew member
- 19.2.4 the expenses of the removal of the wreck of the Vessel from any place owned, leased or occupied by the Assured
- 19.2.5 legal costs incurred by the Assured, or which the Assured may be compelled to pay, in avoiding, minimising or contesting liability with the prior written consent of the Underwriters.

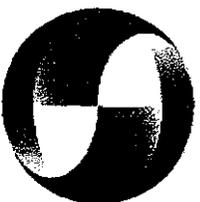
### EXCLUSIONS

- 19.3 Notwithstanding the provisions of Clauses 19.1 and 19.2 this Clause 19 does not cover any liability cost or expense arising in respect of:
- 19.3.1 any direct or indirect payment of the Assured under workmen's compensation or employers' liability acts and any other statutory or common law, general maritime law or other liability whatsoever in respect of accidents to or illness of workmen or any other persons employed in any capacity whatsoever by the Assured or others in on or about or in connection with the Vessel or her cargo materials or repair liability assumed by the Assured under agreement expressed or implied in respect of death or illness or or injury to any person employed under a contract of service or apprenticeship by the other party to such agreement
- 19.3.2 punitive or exemplary damages, however described
- 19.3.3 cargo or other property carried, to be carried or which has been carried on board the Vessel but this Clause 19.3.4 shall not exclude any claim in respect of the extra cost of removing cargo from the wreck of the Vessel
- 19.3.5 loss of or damage to property, owned by builders or repairers or for which they are responsible, which is on board the Vessel
- 19.3.6 liability arising under a contract or indemnity in respect of containers, equipment, fuel or other property on board the Vessel and which is owned or leased by the Assured
- 19.3.7 cash, negotiable instruments, precious metals or stones, valuables or objects of a rare or precious nature, belonging to persons on board the Vessel, or non-essential personal effects of any Master, Officer or crew member

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# 兆豐產物保險股份有限公司

## Chung Kuo Insurance Company, Limited

- 19.3.8 fuel, insurance, wages, stores, provisions and port charges arising from delay to the Vessel while awaiting a substitute for any Master, Officer or crew member
- 19.3.9 fines or penalties arising from overloading or illegal fishing
- 19.3.10 pollution or contamination of any real or personal property or thing whatsoever.
- 19.4 The indemnity provided by this Clause 19 shall be in addition to the indemnity provided by the other terms and conditions of this insurance.
- 19.5 Where the Assured or the Underwriters may or could have limited their liability the indemnity under this Clause 19 in respect of such liability shall not exceed Underwriters' proportionate part of the amount of such limitation.
- 19.6 In no case shall the Underwriters' liability under this Clause 19 in respect of each separate accident or occurrence or series of accidents arising out of the same event, exceed their proportionate part of the insured value of the Vessel.
- 19.7 PROVIDED ALWAYS THAT
- 19.7.1 prompt notice must be given to the Underwriters of every casualty event or claim upon the Assured which may give rise to a claim under this Clause 19 and of every event or matter which may cause the Assured to incur liability costs or expense for which he may be insured under this Clause 19
- 19.7.2 the Assured shall not admit liability for or settle any claim for which he may be insured under this Clause 19 without the prior written consent of the Underwriters.
- 20 DUTY OF ASSURED (SUE AND LABOUR)**
- 20.1 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.
- 20.2 Subject to the provisions below and to Clause 10 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 20.4) collision defence or attack costs and costs incurred by the Assured in avoiding, minimising or contesting liability covered by Clause 19 are not recoverable under this Clause 20.
- 20.3 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.
- 20.4 When a claim for total loss of the subject-matter insured is admitted under this insurance and expenses have been reasonably incurred in saving or attempting to save the subject-matter insured 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 subject-matter insured.
- 20.5 The sum recoverable under this Clause 20 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.

The following clauses shall be paramount and shall override anything contained in this insurance inconsistent therewith.

### 21 WAR EXCLUSION

- In no case shall this insurance cover loss damage liability or expense caused by
- 21.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
- 21.2 capture seizure arrest restraint or detainment (barratry and piracy excepted), and the consequences thereof or any attempt thereof
- 21.3 derelict mines torpedoes bombs or other derelict weapons of war.

### 22 STRIKES EXCLUSION

- In no case shall this insurance cover loss damage liability or expense caused by
- 22.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
- 22.2 any terrorist or any person acting from a political motive.

### 23 MALICIOUS ACTS EXCLUSION

- In no case shall this insurance cover loss damage liability or expense arising from
- 23.1 the detonation of an explosive
- 23.2 any weapon of war and caused by any person acting maliciously or from a political motive.

### 24 NUCLEAR EXCLUSION

- In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
- 24.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- 24.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- 24.3 any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

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