



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 - 修船人責任險條款 保單簡介

免費申訴電話：0800-053588

95.12.20 兆產(95)備字第 0716 號

修船人責任險條款 1/1/90

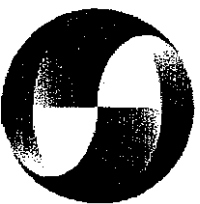
1. 被保險人 (載明於保單中)
2. 修船廠所在地 (")
3. 保險期間 (")
4. 保 費
最低應繳保費必須在保單中載明,但在保險期間到期時會按保單規定之總保險費率予以調整,且調整後應付之保費必須在 90 天內付清。

5. 總保費
總保費之定義係包括保險期間內被保險人應繳之保費(包括已收或未收)。任何次承包商工程之保費不可算入總保費中。

6. 承保範圍:

保險公司同意按照保險金額,保單條款之規定,賠償被保險人對下列事項應負之法律賠償責任:

- (i) 在其管理、監督或控制下之任何船舶之損失,並包括在港區工作範圍內之移船及不超出港口 100 哩水域之試航。
- (ii) 被保險人正在作業之其他船舶遭受損毀滅失,但在海上非試航之船舶予以除外。
- (iii) 從上述(i)(ii)船舶卸下之貨物或其他財物之毀損滅失。
- (iv) 任何船舶上之機器設備,從船上卸下交由被保險人看管控制,以供修護作業而遭受毀損滅失(包括機器設備在船舶間與被保險人處所間之運送,或專業修護人或製造商處所間之運送)。
- (v) 船體殘骸之移除。
- (vi) 修船工作進行中因被保險人或其工人、代理人、次承包商之疏忽所導致第三人之財損。



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7. 責任額：

本保險單就每一意外事故或一意外事件造成之數個意外事故有其賠償責任限額之規定,另列下列二種情況衍生之費用亦在承保範圍內。

- (a) 經由保險人書面同意之費用。
- (b) 經判決須由被保險人負擔之費用。

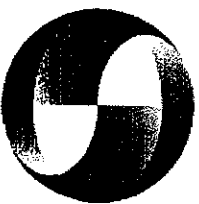
8. 自負額：

本保險就每一意外事故或事件之損失必須扣除保單規定之自負額。

除外不保事項：

本保險就下列情況造成之損失不負損害賠償責任。

- (i)(a) 被保險人自有或租用之財物。
- (b) 在條款 6(i)(iii) 或 (iv) 以外被保險人自行管理, 監督或控制之財物。
- (ii) 碰撞責任、拖船人責任或由於被保險人或其附屬公司所有或營運之船舶因航行所生之責任。
- (iii) 由被保險人接受僅作為儲存之船舶所生之責任。
- (iv) 有關油輪或任何以前從事載運爆炸或易燃液體, 或瓦斯船舶所產生之責任或從事燃油船上或靠近燃油/燃煤船舶之油料艙或油管之工作所生之責任。
但完全遵照作業地點之港口或政府當局之規定執行時, 不在此限。若港口或政府當局未要求此一瓦斯清除證明 (Gas Free Certificate), 則被保險人於開工前須取得勞務依茲代理核可之化學檢驗人員所開立之此一證明。
- (v) 有關被保險人正在建造之新船所生之責任。
- (vi) 前述承保範圍之財產由於受罰、扣留、延滯費、時間損失、運費損失、租金損失、市場損失或任何其他間接損失之賠償。
- (vii) 由於保存、維護, 或使用任何有執照之卡車、汽車或機動車輛, 以及在被保險人船廠或房舍以外之無照卡車、汽車或其他機動車輛所生之責任。
- (viii) 前承保範圍內財產之毀損減失未於交船完工後 6 個月內發現並以書面通知保險人者。
- (ix) 因設計錯誤而造成之拒絕受貨, 費用支出及修復、改裝費用。
- (x) 由於罷工、停工、工潮、暴動、民眾騷擾或任何人參加此等事變之行為或任何惡意行為所生之責任。



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(x)直接間接由於下列事故所致或其結果之責任:

(a)戰事、侵略、外敵行為、敵對行動(不論宣戰與否)、內戰、叛亂、革命、違反、軍事或暴權、沒收、國有化、徵收或沒收。

(b)由政府或公共或地方當局命令,對財產之破壞損毀。

(xi)直接間接由於輻射,或任何核燃料放射性污染,或核燃料燃燒所生之廢物所致之損害責任。

(xii)因契約或法令強迫被保險人而擴張之責任。

(xiv)懲罰性之損失。

(xv)因石棉而造成之直接或間接損失。

(xvi)因保單中有承保之事故造成洩漏污染並導致意外時(且係被保險人不可預期),被保險人須於事故發生 72 小時內得知,及必須於 90 天內通知保險人。除上述特別聲明外,本保單對於洩漏污染而產生之下列情況不負賠償之責。

(a)因補償性損失而產生之罰款、懲罰性罰款或加倍之罰款。

(b)任何部份或全用來處理、製造、儲存或廢棄物丟置之處所。

(c)街量、監控洩漏及污染物質之費用。

(d)清除覆蓋在被保險人所有/承租/或控制財物上之污染費用。

一般條款

相關文件之查核

被保險人必須存與本保險有關之相關文件紀錄,當保險公司索取查看此資料時,被保險人必須配合提供。

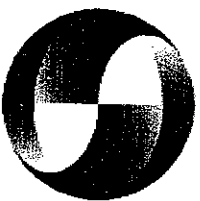
出險通知

當保單承保之危險事故發生並且會造成損失時,被保險人必須立即以書面通知保險公司,並且向保險公司報告進展情形。

理賠控制

當保單承保之損失發生時,保險人有權控制或接管任何對抗被保險人之訴訟案件調查/抗辯。

當某一危險事故發生且涉及多家保險公司時,被保險人必須獲得各保險公司之同意,以利對上述各項訴訟調查行為之接管及衍生費用之分攤。



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代位追償權

保險公司在保單承保事故發生並賠付被保險人後可取得對第三人之追償權,且被保險人未經保險公司之同意不可以放棄對第三人之追償權。

重新建造或改變船舶規格

本保險中規定在船舶重新建造或規格改變造成了空間、噸數或形式與原先投保之規格不符時,被保險人必須通知保險公司,其承保範圍亦照被保險人支付之保費而打,且保險公司可要求被保險人加付額外之保費。

被保險人應盡義務

被保險人或其代理人,不論何時均有義務盡力縮小損失之金額。

轉讓條款

本保單之利益或任何金錢之轉讓,除非業經被保人及其各轉讓人簽署附有日期之轉讓通知,並經保險人出單加批,否則保險人可不予承認或受其約束,同時被保人在接受任何賠款或退費前,亦須出示保險單暨是項批單方可。

其他保險

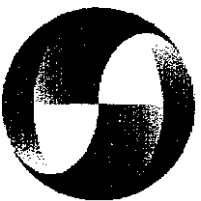
當危險事故發生時,同樣的物亦同時有其他保單承保時,本保單只支付超出其他保險單承保限額部份之損失。

適用法令

本保單係遵循中華民國之法律規定及習慣。

解 約

本保險單雙方當事人可以在保險契約到期前 30 日以書面方式通知對方解約。



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兆豐產物船舶保險 - 修船人責任險條款

保單條款

免費申訴電話：0800-053588

95.12.20 兆產(95)備字第 0716 號

B.Reg.No 871263

SHIPREPAIRER'S LIABILITY CLAUSES 1/1/90

WORDING

- | | |
|----------------------------------------------|--------------------------|
| 1. <u>Name of Assured</u> | As defined in the Policy |
| 2. <u>Location of Premises &/or Yard</u> | As defined in the Policy |
| 3. <u>Period</u> | As defined in the Policy |
| 4. <u>Premium</u> | |

The minimum and deposit premium shall be as defined in the Policy subject to adjustment at expiry of the period of this insurance at rate as defined in the Policy on gross charges of the Assured, such adjustment to be paid within 90 days.

5. Gross Charges

Gross charge shall be defined as total charges (collected or uncollected) made by the Assured as shiprepairers during the period of this insurance. No deduction shall be made from the gross charges in respect of any sub-contracted work.

6. Coverage

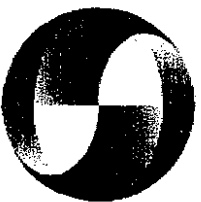
Underwriters hereby agree, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Assured for all sums which the Assured shall become liable to pay by reason of the legal liability of the Assured as shiprepairers for:

- (i) Loss of or damage to any vessel or craft which is in the care, custody or control of the Assured for the purpose of being worked upon including shifting and moving within the limits of the port at which the work is being carried out and including trial trips but not exceeding 100 miles from such port.
- (ii) Loss of or damage to any other vessel or craft upon which the Assured is working except vessels or craft at sea other than whilst on trial trips.

3F, 58, Wu-Chang Street, Sec. 1, Taipei, Taiwan 100, R.O.C

TEL (02) 2381-2727 FAX (02) 2371-3576

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- (iii) Loss of or damage to cargo or other things on or discharged from any of the vessels or craft referred to in (i) or (ii) above.
- (iv) Loss of or damage to machinery or equipment of any vessel or craft, whilst such machinery or equipment is removed from such vessel or craft and is in the care, custody or control of the Assured for the purpose of being worked upon, including whilst in transit between such vessel or craft and the premises of the Assured or whilst in transit to or from specialist repairers' or manufacturers' premises.
- (v) Removal of wreck.
- (vi) Loss of or damage to third party property occurring in the course of or arising from the ship repairing operations of the Assured.

Where such liability results from negligence of the Assured, his servants, agents or sub-contractors occurring during the period of this insurance.

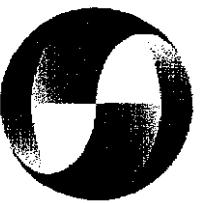
7. Limit of Liability

The limit of liability under this insurance, in respect of any one accident or series of accidents arising out of one occurrence, shall be as defined in the Policy, including liability for costs and expenses which are either:-

- (a) incurred with the written consent of the underwriters hereon, or
- (b) awarded against the Assured.

8. Deductible

This insurance shall only pay the excess of amount defined in the Policy in respect of the Assured's ultimate net loss resulting from any one accident or series of accidents arising out of one occurrence.



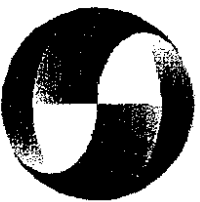
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EXCLUSIONS

Notwithstanding anything contained herein to the contrary, this insurance shall not cover any liability:-

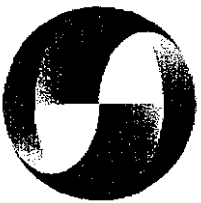
- (i) in respect of property
 - (a) owned by, used by or leased to the Assured;
 - (b) in the care, custody or control of the Assured (other than property referred to in Clause 6 (i), (iii) or (iv) above;
- (ii) being collision liability, towers liability or liability arising out of the navigation of any vessel or craft owned or operated by the Assured or any affiliated or subsidiary concern or party;
- (iii) in respect of or arising in connection with any vessel or craft accepted by the Assured solely to be stored;
- (iv) in respect of or arising in connection with an oil tank vessel or craft, or any vessel or craft previously engaged in carrying explosives or inflammable liquids or gases or arising in connection with work-
 - (a) on or near any fuel tank or pipeline of an oil burning vessel or craft
 - (b) on or near any bunker space of any coal burning vessel or craft unless, the rules, regulations and requirements of the port or governmental authorities at the place where the work is being carried out have been complied with. Should a gas free certificate not be required by the port or governmental authorities then such a certificate must be obtained from a chemist approved by Lloyd's Agent prior to the commencement of work;
- (v) in respect of or arising in connection with any new vessel or craft being built by the Assured.
- (vi) for payments under penalty clauses, detention, demurrage, loss of time, loss of freight, loss of charter, loss of market or any other consequential loss whatsoever, in respect of property referred to in Clause 6 above;



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- (vii) arising from the existence, maintenance, or use of:
- (a) any licensed truck, automobile or other mechanically propelled vehicle;
 - (b) any unlicensed truck, automobile or other mechanically propelled vehicle outside the premises or yard of the Assured;
- (viii) in respect of loss or damage specified in Clause 6 above unless discovered and reported in writing to Underwriters within 6 months of the delivery to Owners or within 6 months after the work is completed by the Assured, whichever may first occur;
- (ix) in respect of or arising in connection with:-
- (a) condemnation or rejection of any part by reason of faulty design;
 - (b) any loss or expense arising from such condemnation or rejection;
 - (c) the cost or expense of repairing, modifying or replacing any part (or for any loss or expense arising therefrom) by reason of faulty design.
- (x) arising from any strike, lock-out, labour disturbance, riot, civil commotion or act of any person taking part in any such occurrence, or from any act of any person acting maliciously.
- (xi) directly or indirectly occasioned by, happening through or in consequence of
- (a) war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom or any hostile act by or against a belligerent power.
 - (b) capture, seizure, arrest, restraint, or detainment (barratry and piracy excepted) and the consequences thereof or any attempt thereat.
 - (c) derelict mines, torpedoes, bombs or other derelict weapons of war.
 - (d) destruction of or damage to property by or under the order of any government or public or local authority.
- (xii) directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- (xiii) assumed under contract or otherwise in extension of the liability imposed upon the Assured by law in the absence of contract.
- (xiv) For punitive and exemplary damages however described.
- (xv) directly or indirectly caused by asbestos.



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(xvi) For seepage, pollution or contamination unless caused by an event which is identified as occurring at an instantaneous moment in time during the period of this policy, is accidental and neither expected or intended by the insured, and became known to the insured within 72 hours after its commencing and is reported to underwriters within 90 days thereafter. Nothing in this exclusion shall operate to provide coverage for:

- (a) Fines, penalties, punitive damages, exemplary damage, treble damages or any other damages resulting from the multiplication of compensatory damages.
- (b) Any site or location used in whole or in part for the handling, processing, treatment, storage, disposal or dumping of any waste materials or substances.
- (c) The cost of evaluating and/or monitoring and/or controlling seepage and/or contaminating substances.
- (d) The cost of removing and/or nullifying and/or clearing up seepage and/or polluting and/or contaminating substances on property at any time owned and/or leased and/or rented by the Insured and/or under the control of the insured.

GENERAL CONDITION

Inspection of Books

The assured shall keep a complete and accurate record of all gross charges for operations covered hereunder and shall make these records available to Underwriters upon request.

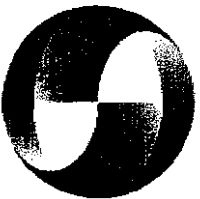
Notice of Claim

In the event of any occurrence which may result in a claim under this insurance the Assured shall give prompt written notice to the Underwriters hereon, shall forward every summons or process (or copies thereof) served upon the Assured and shall keep Underwriters fully advised.

Claim Control

Underwriters shall at any time be entitled (but not obliged) to control or take over the conduct of the investigation defence and settlement of any claim suit or proceeding against the Assured which is or is likely to be the subject of indemnity under this insurance.

In the event of this insurance being one layer of a series of layers of insurance and more than one layer being likely to be involved in a particular occurrence, the Assured shall endeavour to obtain the agreement of the insurers of each affected layer as to the manner in which such control or taking over shall be effected and the costs, charges and expenses incurred borne.



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Subrogation

In the event of any claim or loss being paid under this insurance, Underwriters shall be subrogated to all rights and remedies of the Assured. The Assured shall not admit liability nor give any waiver of subrogation without the express permission of Underwriters.

Reconstruction or Conversion

It is a condition of this insurance that before work commences involving the reconstruction or conversion of any vessel or craft which entails a change in dimension, tonnage or type, the Assured must advise Underwriters and the coverage hereon in respect of such vessel or craft shall depend on the payment by the Assured of such additional premium as may be required by Underwriters.

Due Diligence

It is the duty of the Assured and his agents at all times to take such measures as may be reasonable for the purposes of averting or minimising a loss.

Assignment

It is agreed that no assignment of or interest in this insurance or in any moneys which may be or may become payable hereunder is to be binding on or recognised by 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 this insurance and the insurance with such endorsement is produced before payment of any claim or return of premium hereunder, but nothing in this condition is to have effect as an agreement by Underwriters to a sale or transfer to a new management.

Other Insurances

In the event of an occurrence giving rise to a claim which is or but for the existence of this insurance would be covered under any other indemnity or insurance insuring to the benefit of the Assured, the insurance afforded by this policy shall be in excess of the amount which would be recoverable under such other indemnity or insurance had this insurance not been effected, but only to the extent that the excess amount is covered by this insurance.

Law & Practice

This insurance is subject to Republic of China Law and Practice

Cancellation

This insurance may be cancelled by either party on giving the other 30 days notice in writing.

In the event of Underwriters giving notice then the words 'minimum and' in Clause 4 above shall be deemed to be deleted.