



兆豐產物船舶保險 – Owners' Additional Special Wordings/ Clauses-1

1. Deductible

No deductible to be applied to the following claims :-

- General Average
- Sue and Labour
- Salvage and Salvage Charges
- Particular Charges on Ship

2. For Claims Purposes

- The cost of repairs by riding squads
- Air Freight on spare parts
- The costs of temporary repairs
- Excess cost of overtime on repairs
- The costs of drydocking with cargo on board
- The costs of discharging, storing and reloading cargo necessary for damage repairs
- Hire, purchas or fitting etc., of temporary generators and auxiliary/portable boilers

which are not allowable in General Average shall be deeded to form part of the reasonable cost of repairs to the extent that such items would have been incurred by a prudent uninsured owner.

3. Deferred Repair

Any increase in cost of repairs by deferment deemed to be part of the reasonable costs of repairs providing the repairs are carried out by the next special survey.

4. Unrepaired Damage

Underwriters' liability in respect of unrepaired damage will be estimated cost of repairs at the first reasonable opportunity including the estimated dry dock dues and services, tank cleaning, superintendence and removal etc., if necessary.

5. General Average Expenditure (including Salvage and/or Salvage charge) up to USD500,000.00 to be paid in full without recourse to cargo, and/or Charterers and/or other contributories. Adjusters' charges not deemed to be part of USD500,000.00 referred to above.



6. The Cost of Scraping and/or grit and/or sand blasting and/or other surface preparation work and all cost of bottom painting incurred in consequence of a peril insured against shall be included in the claims irrespective of whether routine bottom painting/drydocking is effected concurrently.
7. For the purposes of claims in General Average, Salvage and Salvage Charges and under Sue and Labour Clause, all vessels are deemed to be fully insured for their sound contributory values.
8. Diver's and survey fees to be paid by Underwriters irrespective of whether or not claim exceeds deductible.
9. Damage caused by contact with ice to be dealt with on the same basis as heavy weather.
10. One deductible to be applied to all damage(s) sustained by contacts with lock walls in the St. Lawrence Seaway and Great Lakes, Panama Canal or Keil Canal during one voyage inward and outward, and during berthing/unberthing operations.
11. One deductible to be applied to all damage(s) sustained as a result of groundings or touching bottom during one passage through any river or inland waterway.
12. One deductible to be applied to all damage(s) during loading(s)/discharging(s) at one loading or discharging port/place.
13. Parts of an insured vessel and/or her 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.
14. Underwriters heron agree to waive all rights of subrogation or recourse against the original Assured(s) and any Person, Firm or Corporation Parent to or Subsidiary of or Affiliated with the original Assured(s) against their agents or Managers or Operators and against Manager or Operators or Agents or Contractors or Charterers or Joint venture Partners in respect of insured hereunder.
15. Underwriter further agree that in the event of loss and/or damage giving rise to a possible claim under this policy to assist the Assured if so required to provide bail and/or bank guarantee by the provision of counter guarantees. Such agreement from claim leader only and to be binding on all Underwriters hereon. The extent of Underwriters' obligation under this Clause shall be confined to their liability in accordance with the terms, conditions and amounts of this policy.



16. 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 shops, provided the same are owned by the Assured.
17. It is understood and agreed that the practice of using Helicopters for the transfer of pilots, stores and the like will not prejudice this insurance.
18. The cost of relashing/restoring/restowing, discharge, storage and consequent reloading of cargo at a port of refuge, not allowable in General Average but necessary for the safe prosecution of the voyage, shall be agreed to form part of the claim on hull underwriters to the extent that such items would have been incurred by a prudent uninsured owner.
19. It is agreed that the premiums charged on any special liability insurance effected on cargo and /or any other third parties due to casualties and which are not claimable in General Average to be payable in full by Hull Underwriters.
20. It is hereby agreed that when a Bigham Clause (or similar) is applicable and cargo's proportion of General Average exceeds their maximum liability under the claim, this insurance will pay in full the unrecovered balance of the General Average contribution that would otherwise attach to cargo.
21. All damage sustained by contacts with lightening vessels whilst employed in loading (or discharging) one cargo at any one port shall be subject to one deductible. In the event that the vessel insured hereunder 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) one cargo from the mother vessel shall also be subject to one deductible.
22. In interpretation of two consecutive ports as concerns heavy weather and ice damages, calls at ports solely for bunkering of for refuge or canal transits not be construed as ports within the meaning of the clause in question. Vessel's staying in port counts as in integral part of the preceding single sea passage and no separate deductible for damages(s) which may be sustained during the vessel's stay in port.
23. It is agreed that the costs of any metallurgical/ultrasonic tests and/or other tests necessarily carried out on any parts taken from the vessel in consequence of a casualty covered by the policy in order to establish the cause of damage be payable in full by Hull Underwriters, irrespective of whether or not claim exceeds the policy deductible,

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provided these costs are reasonably/would have been incurred by a prudent uninsured owner.

24. It is agreed that the Assured may, at their sole option, appoint Richards Hogg Lindley or an independent Average Adjuster who is a fellow of the Association of Average Adjusters of the United Kingdom, to assist them with the preparation of claims under this insurance. The charges of Richards Hogg Lindley or the independent Average Adjuster will form part of the claim(s) under this insurance.
25. The Leading Underwriter(s) shall make a decision in respect of any claim within 30 days of receipt by them the appointed Average Adjuster's final adjustment or if no Average Adjuster is appointed, a fully documented claim presentation sufficient to enable the Underwriters to determine their liability in relation to coverage and quantum. If the Leading Underwriter(s) request additional documentation or information to make a decision, they will make a decision within a reasonable time after receipt of the additional documents or information requested, or a satisfactory explanation as to why such documents and information are not sufficient.
26. Claims to be paid within 30 days of agreement of the leading underwriter – i.e. time would start to run from agreement of the claims lead and not from date of payment by claims lead.
27. Condemnation Clause (applicable to NBs only)

The Assured may recover for a 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, including ship's proportion of general average and/or salvage remuneration, 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 value obtaining at the time when the assured submits his request to condemnation.