

Institute Time Clauses Hulls-Port Risks

20/7/87

1 NAVIGATION

The Vessel has leave to proceed to and from any wet or dry docks harbours ways cradles and pontoons, within the limits specified in this insurance.

2 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

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-

2.2 any change, voluntary or otherwise, in the ownership or flay, 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.

3 ASSIGNMET

No assignment of or interest in this insurance or in any moneys which maybe or become payable thereunder is to be binding on or recognized 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 endorsements produced before payment of any claim or return of premium thereunder.

4 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.

5 Earthquake and Volcanic Eruption Exclusion

In no case shall this insurance cover loss damage liability or expenses caused by earthquake or volcanic eruption, This exclusion applies to all claims including claims under Clauses 7,9, 11 and

13.

6 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 or 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 Clause6 should they hold shares in the Vessel.

7 Collision Liability

7.1 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

7.1.1 loss of or damage to any other vessel or property on any other vessel

7.1.2 delay to or loss of use of any such other vessel or property thereon

7.1.3 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.

7.2 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:

7.2.1 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 7 shall be calculated to 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.

7.2.2 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.

7.3 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.

EXCLUSIONS

7.4 Provided always that this Clause 7 shall in no case extend to any sum which the Assured shall pay for or in respect of

7.4.1 removal or disposal of obstructions, wrecks, cargoes or any other thing whatsoever

7.4.2 any real or personal property or thing whatsoever except other vessels or property on other vessels

7.4.3 the cargo or other property on, or the engagements of, the insured Vessel

7.4.4 loss of life, personal injury or illness

7.4.5 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).

8 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.

9 PROTECTION AND INDEMNITY

9.1 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 any claim, demand, damages and/or expenses, where such liability is in consequence during the period of this insurance.

9.1.1 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 7.

9.1.2 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

9.1.3 liability assumed by the Assured under contracts of customary towage for the purpose of entering or leaving port or maneuvering within the port during the ordinary course of trading

9.1.4 loss of life, personal injury, illness or payments made for life salvage

9.1.5 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.

9.2 The Underwriters agree to indemnify the Assured for any of the following arising from an accident or occurrence during the period of this insurance:

9.2.1 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.

9.2.2 additional expenses brought about by the outbreak of infectious disease on board the Vessel or ashore

9.2.3 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 their agents or servants other than Master Officer or crew member

9.2.4 the expenses of the removal of the wreck of the Vessel from any place owner, leased or occupied by the Assured

9.2.5 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

9.3 Notwithstanding the provisions of Clause 9.1 and 9.2 this Clause 9 does not cover any liability cost or expense arising in respect of:

9.3.1 any direct or indirect payment by 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 repairs

9.3.2 liability assumed by the Assured under agreement expressed or implied in respect of death or illness of or injury to any person employed under a contract of service or apprenticeship by the other party to such agreement

9.3.3 punitive or exemplary damages, however described

9.3.4 cargo or other property carried, to be carried or which has been carried on board the Vessel but this Clause 9.3.4 shall not exclude any claim in respect of the extra cost of removing cargo from the wreck of the Vessel

9.3.5 property, owned by builders or repairers or for which they are responsible, which is on board the Vessel

9.3.6 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

9.3.7 cash, negotiable instruments, precious metals or stones, valuables or objects of a rare or precious nature, belonging to person on board the Vessel, or non-essential personal effects of any Master, Officer or crew member

9.3.8 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.

9.3.9 fines or penalties arising from overloading or illegal fishing

9.3.10 pollution or contamination of any real or personal property or thing whatsoever (This

Clause 9.3.10 shall not exclude any amount recoverable under Clause 9.1.5)

9.3.11 general average, sue and labour and salvage charges, salvage, and/or collision liability to any extent that they are not recoverable under Clauses 7, 11 and 13 by reason of the agreed value and/or the amount insured in respect of the Vessel being inadequate.

9.4 The indemnity provided by this Clause 9 shall be in addition to the indemnity provided by the other terms and conditions of this insurance.

9.5 where the Assured or the Underwriters may or could have limited their liability the indemnity under this Clause 9 in respect of such liability shall not exceed Underwriters' proportionate part of the amount of such limitation.

9.6 In no case shall the Underwriter's liability under this Clause 9 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.

9.7 PROVIDED ALWAYS THAT

9.7.1 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 9 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 9.

9.7.2 the Assured shall not admit liability for or settle any claim for which he may be insured under this Clause 9 without the prior written consent of the Underwriters.

10 NOTICE OF CLAIM AND TENDERS

10.1 In the event of accident whereby loss or damage may result in a claim under this insurance, notice shall be given to the Underwriters prior to survey and also, if the Vessel is abroad, to the nearest Lloyd's Agent so that a surveyor may be appointed to represent the Underwriters should they so desire.

10.2 The Underwriters shall be entitled to decide the port to which the Vessel shall proceed for docking or repair (the actual additional expense of the voyage arising from compliance with the Underwriters' requirements being refunded to the Assured) and shall have a right of veto concerning a place of repair or a repairing firm.

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, and allowance shall be made at the rate of 30% per annum on the insured value for time lost between the dispatch 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.

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.

11 GENERAL AVERAGE AND SALVAGE

11.1 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.

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.

11.3 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

12.1 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 7, 9, 11 and 13) 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 12.1 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 13 arising from the same accident or occurrence.

12.2 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.

12.3 Interest 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.

13 DUTY OF ASSURED (SUE AND LABOUR)

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.

13.2 Subject to the provisions below and to Clause 12 the Underwriters will contribute to charges properly and reasonably incurred by the Assured their servants for such measures. General average, salvage charges (except as provided for in Clause 13.5) collision defense or attack costs and costs incurred by the Assured in avoiding, minimising or contesting liability covered by Clause 9 are not recoverable under this Clause 13.

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 of 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 incurred 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.

13.6 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.

14 NEW FOR LOD

Claim payable without deduction new for old.

15 BOTTOM TREATMENT

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

15.1 gritblasting and/or other surface preparation of new bottom plates ashore and supplying and applying any "shop" primer thereto

15.2 gritblasting and /or other surface preparation of:

the butts or area of plating immediately adjacent to any renewed or refitted plating damages during the course of welding and/or repairs,

areas of plating damaged during the course of fairing, either in place or ashore

15.3 supplying and applying the first coat of primer/anti-corrosive to those particular areas mentioned in 15.1 and 15.2 above shall be allowed as part of the reasonable cost of repairs in

respect of bottom plating damaged by an insured peril.

16 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.

17 AGENCY COMMISSION

No claim shall 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.

18 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.

18.2 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.

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

19 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.

19.2 No claim for constructive total loss based upon the cost of recovery and/or repair of the Vessel shall include only the cost relating to a single accident or sequence of damages arising from the same accident shall be taken into account.

20 DISBURSEMENTS WARRANTY

20.1 Additional insurance as follows are permitted:

20.1.1 Disbursements, Managers' Commissions, Profits or Excess or Increased Value of Hull and Machinery. A sum not exceeding 25% of the value stated herein.

20.1.2 Earnings or Anticipated Freight, insured for time. A sum not exceeding 25% of the value as stated herein less any sum insured, however described, under 20.1.1.

20.1.3 Freight or Hire, under contracts for voyage. A sum not exceeding the gross freight or hire of the first passage and next succeeding cargo passage plus the charges of insurance. In the case of a voyage charter where payment is made on a time basis, the sum permitted for insurance will be calculated on the estimated duration of the voyage, subject to the limitation of two cargo passages as laid down herein. Any sum insured under 20.1.2 to be taken into account and only the excess thereof may be insured.

20.1.4 Time Charter Hire or Charter Hire for Series of Voyages. A sum not exceeding 50% of the gross hire which is to be earned under the charter in a period not exceeding 18 months. Any sum insured under 20.1.2 to be taken into account and only the excess thereof may be insured. Insurance under this Section may begin on the signing of the charter.

20.1.5 Premiums. A sum not exceeding the actual premiums of all interests insured for a period not exceeding 12 months (exceeding premiums insured under the foregoing sections but including, if required, the premium or estimated calls on any Club or War etc. Risk insurance) reducing pro rata monthly.

20.1.6 Returns of Premium. A sum not exceeding the actual returns which are allowable under any insurance but which would not be recoverable thereunder in the event of a total loss of the Vessel whether by insured perils or otherwise.

20.1.7 Insurance irrespective of amount against:

Any risks excluded by Clauses 5, 22, 23, 24 and 25.

20.2 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 defected 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 defense to a claim by a Mortgagee who has accepted this insurance without knowledge of such breach.

21 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.

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

22 WAR EXCLUSION

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 against a belligerent power

22.2 capture seizure arrest restraint or detainment (barratry and piracy excepted), and the consequences thereof or any attempt thereat

22.3 derelict mines torpedoes bombs or other derelict weapons of war.

23 STRIKES EXCLUSION

In no case shall this insurance cover loss damage liability or expense caused by

23.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotion

23.2 any terrorist or any person acting from a political motive.

24 MALICIOUS ACTS EXCLUSION

In no case shall this insurance cover loss damage liability or expense arising from

24.1 the detonation of an explosive

24.2 any weapon of war and caused by any person acting maliciously or from a political motive.

25 NUCLEAR EXCLUSION

In no case shall this insurance cover loss damage liability or expense arising from any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

华泰财产保险有限公司

协会定期船舶港口保险条款

第1条 航行条款

本保险承保保险船舶进出本保险明确规定的界限内的湿坞、干坞、港湾、船排承架和浮码头。

第2条 终止

本保险的任何条款，不论是手写的，打印的还是印刷的，凡与本条不一致时，均以本条为准。

除非保险人书面另行同意，本保险在下列情况发生时自动终止：

2.1 保险船舶的船级社变更，或其船级变更、暂停、终止、撤回或期满，然而，如果此种船级变更、暂停、终止、撤回，是由于本保险第4条承保的灭失或损害造成的，或者是由现行协会船舶战争险和罢工险定期保险条款承保的灭失或损害引起的，此种自动终止将不生效。

2.2 无论是否自愿，保险船舶变更船舶所有权或船旗、转给新的管理人、光船出租或被征购或征用。不过，如果征购、征用未事先与被保险人签订书面协议，那么无论船舶是在海上还是在港内，此种自动终止将在船舶被征购、征用后15天内开始生效。

第3条 转让条款

本保险下的利益或依本保险得付或应付款项的转让，除非经被保险人，和在后续转让时经受让人，签署载有日期的此种转让通知批注在保险单上，并在保险人支付赔偿或退还保险费之前，将如此批注的保险单提交给保险人，不约束保险人，或为保险人承认。

第4条 危险条款 (Perils)

4.1 本保险承保下列原因造成的保险标的的灭失或损害：

4.1.1 海上、江河、湖泊或其他可航水域的危险

4.1.2 火灾，闪电、爆炸

4.1.3 来自船舶外的人员的暴力盗窃

4.1.4 抛弃

4.1.5 海盗

4.1.6 核装置或核反应堆发生的故障或意外事故

4.1.7 与航空器或类似装置及从其上坠落的物体，陆上运输工具，码头，港口设备或装置的接触。

4.2 本保险承保下列原因造成的保险标的的灭失或损害：

4.2.1 装卸、搬移货物或燃料过程中的意外事故

4.2.2 锅炉破裂，尾轴断裂、或机器、船体的任何潜在缺陷

4.2.3 船长、高级船员、船员或引航员的疏忽

4.2.4 被保险人以外的修船人或承租人的疏忽

4.2.5 船长、高级船员、船员的不法行为，如果此种灭失或损害并非由于被保险人、船东或管理人缺乏谨慎处理所致。

4.3 船长、高级船员、船员或引航员对保险船舶拥有股份的，不视为本第4条意义上的船东。

第5条 地震和火山爆发除外

在任何情况下，本保险均不承保因地震或火山爆发造成的灭失、损害、责任或费用。本条款除外适用于所有的索赔，包括根据第 7 条，第 9 条，第 11 条和第 13 条提出的索赔。

第 6 条 污染危险条款

本保险承保由于任何政府当局依其授权为防止或减少被保险船舶因应由保险人负责的损失直接引起的污染危险或其威胁，而采取行动造成的被保险船舶的损失或损害。并且政府当局的此种行为不是由于被保险人、被保险船舶的所有人或管理人在防止或减轻此种危险或其威胁方面，未能谨慎处理所致。若船长、高级船员或引航员持有保险船舶的股份，不视为本第 6 条意义上的船东。

第 7 条 碰撞责任

7.1 保险人同意赔偿被保险人因对下列损害赔偿负有法律责任而支付给任何其他人的任何金额：

7.1.1 任何其他船舶或该船上财产的灭失或损害

7.1.2 任何此种船舶或财产的延迟或丧失用途

7.1.3 由于保险船舶与其他船舶碰撞，被保险人对任何其他船舶或该船上财产的共同海损，海上救助或根据合同的海难救助而支付的报酬。

7.2 依本第 7 条规定的赔偿，是本保险其他条款和条件规定的赔偿之外的赔偿，且受下述条款的制约：

7.2.1 在被保险船舶与另一船碰撞，且两船均负有过失的情况下，除非一船或两船的责任受法律限制，根据本条（第 7 条）的赔偿应按交叉责任的原则计算，就好像各船舶所有人已经被迫按彼此损失的比例相互赔偿，此比例在确定由于碰撞应由被保险人支付或应支付给被保险人的余额或金额时已适当确认。

7.2.2 在任何情况下，保险人根据第 7.1 款和 7.2 款对任何一次碰撞的总责任，不得超过其对被保险船舶的保险价值的承保比例。

7.3 保险人亦将支付经其事先书面同意，被保险人在抗辩责任或提起责任限制诉讼而发生的或可能被迫支付的法律费用。

除外责任

7.4 但本第 7 条在任何情况下，不扩展至被保险人应支付的或有关的下述任何金额：

7.4.1 障碍物、残骸、货物或任何其他物体的清除或处置

7.4.2 任何不动产或动产或任何物体，但其他船舶或该船上财产除外

7.4.3 保险船舶上的货物或其他财产或保险船舶的债务

7.4.4 人身伤亡，伤害或疾病

7.4.5 任何不动产或动产或任何其他物体（与保险船舶碰撞的其他船舶或该船上财产除外）的污染或沾污。

第 8 条 姐妹船条款

如果保险船舶与全部或部分属于同一所有人所有，或在同一管理下的另一船舶碰撞，或接受该船的救助服务，被保险人应享有的权利，与另一船完全属于与保险船舶无关的第三者时被保险人接本保险所应享有的权利相同；但在此种情况下，有关碰撞责任及救助费用数额的确定，应提交给一个保险人和被保险人双方同意的独任仲裁员裁决。

第 9 条 保障与赔偿条款

9.1 保险人同意赔偿被保险人由于其作为船东对任何索赔，要求，损害及/或费用而向任何其他人支付的任何金额或款项负有法律责任，如果此种责任是因任何下述事情或问题引起，或由于发生于本保险期间的某一意外事故或事件所致：

9.1.1 除了船舶以外的任何固定或可移动物体或财产或其他物品或无论何种利益的灭失或损害，此种灭失或损害是由于除第 7 条承保之外的任何其他原因所致者

9.1.2 清除、销毁任何固定或可移动物体或财产或其他物品（包括船舶残骸）的任何企图或实际举措，或由于采取这些措施或未能采取这些措施的过失

9.1.3 被保险人为进出港口或在通常运输过程期间在港内移动之目的，根据习惯拖带合同，应承担的责任

9.1.4 人员伤亡，伤害疾病或因救助人命而支付的费用

9.1.5 根据现行劳氏救助协议标准格式第 1 条（a）款有关不成功的，部分成功的或未完成的救助服务产生的责任，如果且在救助人的费用加上超过根据该救助协议本来应可获得的任何增加的报酬。

9.2 保险人同意赔偿被保险人在本保险期间因下列意外事故或事件引起的任何损失：

9.2.1 纯属为了将船上生病或受伤人员或无票乘客或避难者或在海上获救人员送上岸之目的而合理发生的附加燃料，保险，工资，给养等费用及港口使费

9.2.2 船上或岸上爆发传染性疾病引起的附加费用

9.2.3 对船舶，被保险人，或任何船长，高级船员，船员或应由被保险人补偿的船舶代理人，因任何行为或过失或违反有关船舶营运的任何法规或规章课加的罚款，假如保险人不负责赔偿被保险人由于被保险人除了船长、高级船员或船员之外的其代理人或雇员的任何行为、过失、疏忽或违约而被课加的罚款

9.2.4 从被保险人拥有、租赁或占有的任何地点清除船舶残骸的费用

9.2.5 经保险人事先书面同意的，被保险人为避免、减轻或抗辩责任而被迫支付的法律费用。

除外责任

9.3 尽管有 9.1 款和 9.2 款的规定，本第 9 条并不承保因下列原因引起的任何责任，花费或费用

9.3.1 根据劳工赔偿或雇员责任法任何成文法或普通法，一般海上法因有关意外事故或工人的疾病或被保险人雇用的任何身份的任何人员或有关船舶或其货物，原材料或修理的任何其他人员而引起的其他责任，被保险人直接或间接支付的任何款项

9.3.2 被保险人按照明示或默示协议对有关任何根据服务或学徒合同雇用的任何人员的疾病，伤害或伤亡，依此种协议对其他当事方应承担的责任

9.3.3 无论何因引起的惩罚性或警戒性损害赔偿

9.3.4 运载的或将要运载的或已装载于船上的货物或其他财产，但本第 9.3.4 项并不排除有关自船舶残骸中移走货物的额外费用的任何索赔

9.3.5 在保险船舶上的造船者或修船者所有的或其负有责任的财产

9.3.6 根据一份合同或在被保险人所有或租赁的船上的相关集装箱，设备燃料或其他财产赔偿引起的责任

9.3.7 保险船舶上人员所有的现金，流通证券，贵金属，珠宝，贵重的或稀有或珍贵性质的物品，或船长、高级船员或船员所有的私人物品

9.3.8 在等候替换的任何船长，高级船员或船员期间因船舶延迟引起的燃料，保险，工资，储备，食物和饮料及港口使费

9.3.9 因超载或非法垂钓引起的罚款

9.3.10 对任何不动产，动产或任何物品的污染、沾污（本第 9.3.10 项不应排除根据第 9.1.5 项可获赔偿的任何金额）

9.3.11 共同海损，施救费用，救助费用，海难救助及或碰撞责任由于保险船舶约定价值及/ 或保险金额不充分在其不能根据第 7，11 和 13 条获得赔偿的范围内

9.4 依本第 9 条规定的赔偿应是除了根据本保险其他条款和条件规定的赔偿之外的赔偿

9.5 在被保险人或保险人可以或本来可以限制其责任的情况下,依第 9 条有关此种责任的赔偿,不应超过对此种限制保险人按比例应赔付的金额

9.6 在任何情况下,根据本第 9 条保险人对有关每一单独事件或事故或因同一事件引起的一系列事故的责任,不超过其船舶保险价值的比例部分

9.7 但倘需符合下列条件:

9.7.1 根据本第 9 条可能引起被保险人提出索赔的每次灾难事件及每一可能使被保险人招致其根据本第 9 条承保的责任费用的事件或问题,均须迅速通知保险人

9.7.2 非经保险人事先书面同意,被保险人不应承认责任或解决根据本第 9 条承保的任何索赔

第 10 条 索赔通知和招标条款

10.1 如果发生根据本保险可以索赔的损失或损害的意外事故,须在检验前,迅速通知保险人。如果船舶在国外,还应通知最近地区的劳氏代理人,以便保险人在认为需要时,委派检验人代表保险人进行检验。

10.2 保险人有权决定船舶驶往干坞或修理的港口(因遵循保险人的要求所产生的实际额外航程费用,应由保险人偿还给被保险人)并对船舶修理地点或修船公司有否决权

10.3 保险人为修理船舶可以招标或可以要求重新招标。在已进行了此种招标且保险人已认可接受招标的情况下,如果收到保险人的认可后,被保险人毫不迟延地接受招标,对于在按保险人的要求发出招标邀请至接受招标期间完全由于招标所致的时间损失,应基于保险价值按 30%的年利率予以补贴。

在上述招标补贴期间或该期间的任何部分,应从上述招标补贴中扣除下列有关任何金额:在燃料、物料及船长、高级船员和船员的工资和给养方面得到的补偿,包括允许作为共同海损的金额,以及有关延迟损害赔偿和/或利润损失和/或营运费用从第三方得到的任何金额

在除了固定的免赔额之外,部分损害赔偿修理费用不能从保险人处得到赔偿之场合,该补贴应按相似的比例后扣减。

10.4 倘若被保险人未遵循本第 10 条的条件,应从已确定的赔偿款中扣除 15%。

第 11 条 共同海损和救助条款

11.1 本保险承保保险船舶按比例分摊的救助,救助费用及/或共同海损,并对任何不足额保险作相应扣减,但若保险船舶发生共同海损牺牲,被保险人可以取得有关全部损失的保险赔偿,而无须先行使向他方要求分摊的权利。

11.2 共同海损的理算应按照航程终止地的法律和惯例办理,如同货运合同中,不含有适用法律的特殊条款;但在货运合同已作规定的情况下,共同海损理算应按《约克.安特卫普规则》办理。

11.3 如果损失不是为避免承保危险而发生或与之有关,根据本第 11 条提出的索赔在任何情况下均不予认可。

第 12 条 免赔额条款

12.1 在每一次单独事故或事件中,承保危险造成的损失索赔,除非累计金额(包括根据第 7, 9, 11 和 13 条的索赔)超过_____ (约定的免赔额),保险人不予赔偿,在超过该免赔额的情况下,该金额应从赔偿总额中扣除。但是,搁浅后检查船底的费用,若是专门为检查目的而合理发生的,即使经检查未发现任何损坏,也应给予赔偿。本第 12.1 款对保险船舶的全损或推定全损索赔不适用,也不适用于根据第 13 条,与同一事故或事件产生

的此种全损或推定全损赔偿相关的索赔。

12.2 除了从第三方所得到赔偿所包含的利息外，对于适用上述免赔额的保险索赔从第三方得到的赔偿，在未扣减自第三方获得的赔偿累计索赔总额超过该免赔额部分应全部给予保险人。

12.3 从第三方得到的赔偿所包含的利息，应考虑保险人已付保险赔偿金额和赔付日期，在被保险人与保险人之间分配，尽管加上利息后，保险人可能获得大于其已赔付的保险赔偿的金额。

第 13 条 被保险人义务（施救费用）条款

13.1 若发生任何灭失或灾难，被保险人及其雇员和代理人有义务采取合理措施，以避免或减轻根据本保险可获赔偿的损失。

13.2 依据以下条款和第 12 条各项规定，保险人将补偿由被保险人，其雇员或代理人因此种措施而适当、合理地产生的费用。**共同海损，救助费用（除第 13.5 款规定者外）碰撞抗辩或诉讼费用，及被保险人为避免、减轻或抗辩第 9 条承保的责任而发生的费用，均不能根据本第 13 条获得赔偿。**

13.3 被保险人或保险人为拯救，保护和恢复保险标的而采取的措施，不应视为放弃或接受委付，或者有损于任何一方的权利。

13.4 对根据第 13 条产生的费用，本保险的赔偿责任，不超过此种费用占约定保险金额与约定保险船舶价值的比例部分；如果发生该费用时船舶完好价值超过约定的保险价值，则不超过此种费用占约定保险金额与该完好价值的比例部分；假如保险人已经认可全损索赔，而本保险中的保险财产又获救时，上述规定不适用，除非施救费用超过此种获救财产的价值，那么，上述规定是仅适用于超过获救价值的施救费用。

13.5 当根据本保险已认可保险船舶的全损索赔，为拯救或企图拯救保险船舶和其他财产已合理产生费用但无收益，或该费用已超过收益时，本保险应按比例赔偿该费用，或超过收益的费用中按具体情况确定为保险船舶合理产生的那部分费用；但是如果保险船舶按低于其引起此种费用的事故发生时的完好价值投保，根据本条可获得的赔偿数额，应按其不足额保险部分的比例进行赔偿。

13.6 根据本第 13 条可获赔偿的数额，应在本保险负责赔偿的其他损失之外支付，但在任何情况下，不得超过保险船舶的保险金额。

第 14 条 以新换旧条款

应付的赔偿不作以新换旧的扣减。

第 15 条 船底处理条款

在任何情况下，不得索赔有关保险船舶船底刮除、喷砂和/或其他表面清理或喷漆，但下述情况应允许作为有关因承保危险受损的船底油漆发生的部分合理修理费用

15.1 搁浅船舶新换船底板的喷砂和/或其他表面清理，以及在其上供应和涂上底漆。

15.2 对紧邻任何新换或重装钢板在焊接和/或修理过程中受损钢板焊接头或其周围区域的喷砂和/或表面清理，以及在现场或岸上打磨（光）过程中受损钢板周边区域的喷砂和/或其他表面清理。

15.3 在上述第 15.1 款和 15.2 款提及的特定区域涂底漆/防腐漆。

第 16 条 工资和给养条款

除共同海损外，不允许索赔船长、高级船员和船员或船上其他人员的工资和给养，但完全因保险人承保的损坏，必需将船舶从一个港口转移至另一个港口修理，或为此种修理而须试航的情况除外，在这些情况下，本保险仅对船舶在航期间发生的工资和给养负责。

第 17 条 代理佣金条款

在任何情况下，本保险不负责赔偿被保险人为取得和提供资料或文件所花费的时间和劳务，以及被保险人委派或代表被保险人的管理人，代理人，管理或代理公司或诸如此类的公司履行此种服务而收取的佣金和费用。

第 18 条 未修理的损害条款

18.1 未修理的损害索赔的赔偿限度，应为本保险终止时的船舶市场价值因此种未修理的损害引起的合理贬值，但不得超过合理的修理费用。

18.2 在任何情况下，若随后在本保险期间内或本保险的延展期内发生全损（不论本保险是否承保该全损），保险人对该未修理的损害不再负责。

18.3 保险人对未修理的损害的赔偿责任，不应超过本保险终止时的保险价值。

第 19 条 推定全损

19.1 在确定船舶是否构成推定全损时，船舶的保险价值应以船舶修理后的价值为准，不应考虑船舶或残骸的受损或解体价值。

19.2 基于保险船舶的恢复和/或修理费用不能据此得到赔偿，除非此种费用已超过保险价值。在作此项决定时，仅应考虑与单一事故或由于同一事故引起的后续损害赔偿有关的费用。

第 20 条 船舶营运费用保证条款

20.1 允许下列各项附加保险：

20.1.1 营运费用，管理人的佣金，利润或船壳或机器的超值或增值。其金额不得超过载明保险价值的 25%。

20.1.2 定期投保的已赚取的或预期运费。其金额不得超过载明保险价值的 25% 扣除第 20.1.1 项内已投保的保险金额。

20.1.3 航次合同下的运费或租金。其金额不得超过本次及下次载货航程的毛运费或租金（如经要求，本保险可以包括一个预备航次和一个中间空载航次在内）再加上保险费。对于定期支付运费的航次租船合同，可保金额应根据预计的租船期间计算，但须受上述两个载货航次的限制。根据第 20.1.2 项投保的保险金额应计入在内，可保金额仅限于其超额部分，且应从中扣除已预收或赚取的总运费或租金。

20.1.4 期租租金或连续航次租金。其金额不得超过租船合同下在 18 个月以内可收取的总租金的 50%。根据第 20.1.2 项的投保金额应予考虑，仅其超额部分可以保险。根据本项的保险可以自签订租船合同时开始。

20.1.5 保险费。其金额不能超过逐月比例减少的任何保险利益投保不超过 12 个月的实际保险费（不包括上述各项所保的保险费，经要求可以包括任何保赔协会或战争等风险的保险费或估计的追加保险费）。

20.1.6 退还的保险费。其金额不得超过任何保险所允许的，但在保险船舶发生无论是否由承保风险所造成的全损时，不予退回的实际退费。

20.1.7 不受保险金额限制的保险。被第 5，22，23，24 和 25 条除外的任何风险。

20.2 保证上述第 20.1 项至第 20.6 项所列任何利益的保险不超过所允许的保险金额，并不得有由被保险人、船东、管理人或抵押权人或以其名义在本保险期间内安排的或将安排的包括保险船舶的“保险单证明的利益”（P.P.I. Policy Proof of Interest）“许可金额的利益”（F.I.A. Full Interest Admitted）；或受任何其他类似条款制约的全损保险在内的其他保险。保险人不得以违反本保险为由，抗辩在接受本保险时不知道此项违反的抵押权人提出的索赔。

第 21 条 解约时的退费

每一未开始的月份的净保险费按月比例退还。如果本保险经协议或由于第 2 条的作用而解除，假如在本保险的保险期间内或其延续期间内未发生保险船舶的全损，不论是否由于承保危险所致。

下列各条是首要条款，本保险中任何与下列各条不一致的规定，均以该首要条款为准

第 22 条 战争除外

在任何情况下，本保险不承保由于下列原因引起的灭失、损害、责任或费用。

22.1 战争、内战、革命、叛乱、暴动或由此引起的内乱或任何交战团体之间的敌对行为。

22.2 捕获、扣押、扣留、管制或拘押（船长、船员的欺诈恶行和海盗除外）及这些行为引起的后果或进行这些行为的威胁企图。

22.3 被遗弃的水雷、鱼雷、炸弹或其他被遗弃的战争武器。

第 23 条 罢工除外

在任何情况下，本保险不承保由于下列原因引起的灭失、损害、责任或费用。

23.1 罢工者，闭厂工人；或参加劳资纠纷、暴乱或民事骚乱的人员

23.2 任何恐怖分子或出于政治动机的人员。

第 24 条 恶意行为除外

在任何情况下，本保险不承保下列原因引起的灭失、损害、责任或费用。

24.1 炸药爆炸

24.2 任何战争武器及由于任何人的恶意行为或政治动机引起者。

第 25 条 核除外

在任何情况下，本保险不承保由于应用原子或核裂变或核聚变或其他类似反应或放射性力量或物质的任何战争武器。