

# **INSTITUTE TIME CLAUSES – HULLS TOTAL LOSS, GENERAL AVERAGE AND 3/4THS COLLISION LIABILITY**

(Including Salvage, Salvage Charges and Sue and Labour)

## **1. NAVIGATION**

1.1 The vessel is covered subject to the provisions of this insurance at all times and has leave to sail or navigate with or without pilots, to go on trial trips and to assist and tow vessels or craft in distress, but it is warranted that the vessel shall not be towed, except as is customary or to the first safe port or place when in need of assistance, or undertake towage or salvage services under a contract previously arranged by the Assured and/or Owners and/or Managers and/or Charterers. This Clause 1.1 shall not exclude customary towage in connection with loading and discharging.

1.2 In the event of the vessel being employed in trading operations which entail cargo loading or discharging at sea from or into another vessel (not being a harbour or inshore craft) no claim shall be recoverable under this insurance for loss of or damage to the vessel or liability to any other vessel arising from such loading or discharging operations, including whilst approaching, lying alongside and leaving, unless previous notice that the vessel is to be employed in such operations has been given to the Underwriters and any amended terms of cover and any additional premium required by them have been agreed.

1.3 In the event of the vessel sailing (with or without cargo) with an intention of being (a) broken up, or (b) sold for breaking up, any claim for loss of or damage to the vessel occurring subsequent to such sailing shall be limited to the market value of the vessel as scrap at the time when the loss or damage is sustained, unless previous notice has been given to the Underwriters and any amendments to the terms of cover, insured value and premium required by them have been agreed. Nothing in this Clause 1.3 shall affect claims under Clauses 8 and/or 11.

## **2. CONTINUATION**

Should the vessel at the expiration of this insurance be at sea or in distress or at a port of refuge or of call, she shall, provided previous notice be given to the Underwriters, be held covered at a pro rata monthly premium to her port of destination.

## **3. BREACH OF WARRANTY**

Held covered in case of any breach of warranty as to cargo, trade, locality, towage, salvage services or date of sailing, 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.

## **4. TERMINATION**

This Clause 4 shall prevail notwithstanding any provision whether written typed or printed in this insurance inconsistent therewith. Unless the Underwriters agree to the contrary in writing, this insurance shall terminate automatically at the time of

4.1 change of the Classification Society of the vessel, or change, suspension, discontinuance, withdrawal or expiry of her Class therein, provided that if the vessel is at sea such automatic termination shall be deferred until arrival at her next port. However where such change, suspension, discontinuance or withdrawal of her Class has resulted from loss or damage which would be covered by an insurance of the vessel subject to current Institute Time Clauses Hulls or Institute War and Strikes Clauses Hulls-Time such automatic termination shall only operate should

the vessel sail from her next port without the prior approval of the Classification Society.

4.2 any change, voluntary or otherwise, in the ownership or flag, transfer to new management, or charter on a bareboat basis, or requisition for title or use of the vessel, provided that, if the vessel has cargo on board and has already sailed from her loading port or is at sea in ballast, such automatic termination shall if required be deferred, whilst the vessel continues her planned voyage, until arrival at final port of discharge if with cargo or at port of destination if in ballast. 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 at sea or in port. A pro rata daily net return of premium shall be made.

## 5. 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.

## 6. PERILS

6.1 This insurance covers total loss (actual or constructive) of the subject-matter insured caused by

- 6.1.1 perils of the seas rivers lakes or other navigable waters
- 6.1.2 fire, explosion
- 6.1.3 violent theft by persons from outside the vessel
- 6.1.4 jettison
- 6.1.5 piracy
- 6.1.6 breakdown of or accident to nuclear Installations or reactors
- 6.1.7 contact with aircraft or similar objects, or objects falling therefrom, land conveyance, dock or harbour equipment or installation
- 6.1.8 earthquake volcanic eruption or lightning.

6.2 This insurance covers total loss (actual or constructive) of the subject-matter insured caused by

- 6.2.1 accidents in loading discharging or shifting cargo or fuel
- 6.2.2 bursting of boilers breakage of shafts or any latent defect in the machinery or hull
- 6.2.3 negligence of Master Officers Crew or Pilots
- 6.2.4 negligence of repairers or charterers provided such repairers or charterers are not an Assured hereunder
- 6.2.5 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.

6.3 Master Officers Crew or Pilots not to be considered Owners within the meaning of this Clause 6 should they hold shares in the vessel.

## 7. POLLUTION HAZARD

This insurance covers total loss (actual or constructive) of 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 caused by a peril covered by 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.

## 8.3/4THSCOLLISION LIABILITY

8.1 The Underwriters agree to indemnify the Assured for three-fourths of 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

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

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

8.1.3 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.

8.2 The Indemnity provided by this Clause 8 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:

8.2.1 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 8 shall be calculated on the principle of cross-liabilities as if the respective Owners had been compelled to pay 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.

8.2.2 In no case shall the Underwriters' total liability under Clauses 8.1 and 8.2 exceed their proportionate part of three-fourths of the insured value of the vessel hereby insured in respect of any one collision.

8.3 The Underwriters will also pay three-fourths of 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

8.4 Provided always that this Clause 8 shall in no case extend to any sum which the Assured shall pay for or in respect of

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

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

8.4.3 the cargo or other property on, or the engagements of, the insured vessel

8.4.4 loss of life, personal injury or illness

8.4.5 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).

#### 9. 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.

#### 10. NOTICE OF CLAIM

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.

#### 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.

11.2 This insurance does not cover partial loss of and/or damage to the vessel except for any proportion of general average loss or damage which may be recoverable under Clause 11.1 above.

11.3 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.

11.4 When the vessel sails in ballast, not under charter, the provisions of the 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.

11.5 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 8 and 13) exceeds \_\_\_\_\_ in which case this sum shall be deducted. 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 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.

## 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 minimizing 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 or agents for such measures. General average, salvage charges (except as provided for in Clause 13.5) and collision defense or attack costs 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 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 OLD

General average payable without deduction new for old.

#### 15. AGENCY COMMISSION

In no case shall any sum 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.

#### 16. CONSTRUCTIVE TOTAL LOSS

16.1 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.

16.2 No claim for constructive total loss based upon the cost of recovery and/or repair of the vessel 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.

#### 17. FREIGHT WAIVER

In the event of total or constructive total loss no claim to be made by the Underwriters for freight whether notice of abandonment has been given or not.

#### 18. DISBURSEMENTS WARRANTY

18.1 Additional insurances as follows are permitted:

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

18.1.2 Freight, Chartered Freight or Anticipated Freight, insured for time. A sum not exceeding 25% of the value as stated herein less any sum insured, however described, under 18.1.1.

18.1.3 Freight or Hire, under contracts for voyage. A sum not exceeding the gross freight or hire for the current cargo passage and next succeeding cargo passage (such insurance to include, if required, a preliminary and an intermediate ballast 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 shall 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 18.1.2 to be taken into account and only

the excess thereof may be insured, which excess shall be reduced as the freight or hire is advanced or earned by the gross amount so advanced or earned.

18.1.4 Anticipated Freight if the vessel sails in ballast and not under Charter. A sum not exceeding the anticipated gross freight on next cargo passage, such sum to be reasonably estimated on the basis of the current rate of freight at time of insurance plus the charges of insurance. Any sum insured under 18.1.2 to be taken into account and only the excess thereof may be insured.

18.1.5 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 18.1.2 to be taken into account and only the excess thereof may be insured, which excess shall be reduced as the hire is advanced or earned under the charter by 50% of the gross amount so advanced or earned but the sum insured need not be reduced while the total of the sums insured under 18.1.2 and 18.1.5 does not exceed 50% of the gross hire still to be earned under the charter. An insurance under this Section may begin on the signing of the charter.

18.1.6 Premiums. A sum not exceeding the actual premiums of all interests insured for a period not exceeding 12 months (excluding 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.

18.1.7 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.

18.1.8 Insurance irrespective of amount against: Any risks excluded by Clauses 20, 21, 22 and 23 below.

18.2 Warranted that no insurance on any interests enumerated in the foregoing 18.1.1 to 18.1.7 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 terms, is or shall be effected 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 defence to a claim by a Mortgagee who has accepted this insurance without knowledge of such breach.

## 19. RETURNS FOR LAY-UP AND CANCELLATION

19.1 To return as follows:

19.1.1 Pro rata monthly net for each uncommenced month if this insurance be cancelled by agreement.

19.1.2 For each period of 30 consecutive days the vessel may be laid up in a port or in a lay-up area provided such port or lay-up area is approved by the Underwriters (with special liberties as hereinafter allowed)

(a) \_\_\_\_\_ per cent net not under repair

(b) \_\_\_\_\_ per cent net under repair.

If the vessel is under repair during part only of a period for which a return is claimable, the return shall be calculated pro rata to the number of days under (a) and (b) respectively.

## 19.2 PROVIDED ALWAYS THAT

19.2.1 a total loss of the vessel, whether by insured perils or otherwise, has not occurred during the period covered by this insurance or any extension thereof

19.2.2 in no case shall a return be allowed when the vessel is lying in exposed or unprotected waters, or in a port or lay-up area not approved by the Underwriters but, provided the Underwriters agree that such non-approved lay-up area is deemed to be within the vicinity of the approved port or lay-up area, days during which the vessel is laid up in such non-approved lay-up area may be added to days in the approved port or lay-up area to calculate a period of 30 consecutive days and a return shall be allowed for the proportion of such period during which the vessel is actually laid up in the approved port or lay-up area.

19.2.3 loading or discharging operations or the presence of cargo on board shall not debar returns but no return shall be allowed for any period during which the vessel is being used for the storage of cargo or for lightering purposes

19.2.4 in the event of any amendment of the annual rate, the above rates of return shall be adjusted

accordingly

19.2.5 in the event of any return recoverable under this Clause 19 being based on 30 consecutive days which fall on successive insurances effected for the same Assured, this insurance shall only be liable for an amount calculated at pro rata of the period rates 19.1.2(a) and/or (b) above for the number of days which come within the period of this insurance and to which a return is actually applicable. Such overlapping period shall run, at the option of the Assured, either from the first day on which the vessel is laid up or the first day of a period of 30 consecutive days as provided under 19.1.2(a) or (b) or 19.2.2 above.

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

## 20. WAR EXCLUSION

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

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

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

21.

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

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

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

## 22. MALICIOUS ACTSEXCLUSION

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

22.1 the detonation of an explosive

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

## 23. 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

## 协会船舶全损、共同海损及四分之三碰撞责任条款

### 一、航行

1、 保险船舶在任何时候按本保险的各项规定承保，允许在有或没有引航员的情况下开航或航行、试航、和协助、拖带遇难船舶，但保证保险船舶不得被他船拖带，除非是习惯性的或需要协助被拖至第一安全港口或地点，也不得根据被保险人、船东、船舶管理人和/或租船人事先安排的合同从事拖带或救助服务，但本款不排除与装卸有关的习惯拖带。

2、 保险船舶用于在海上将货物从本船装卸到另一条船或从另一条船装卸到本船的商业行为（不包括另一船为在港口或近岸的小船），由于此种装卸作业，包括两船驶近、并排停靠和驶离，造成保险船舶的损失或损害以及对他船的责任，本保险不负责赔偿，除非船舶在从事这种作业前，已事先通知了保险人，并且双方同意了修改的承保条件和增加保险费。

3、 如果保险船舶的开航（不论有无载货）旨在（a）拆船或（b）为拆船而出售，那么对保险船舶在如此开航后发生损失或损害的任何赔偿，应限于船舶发生损失或损坏时报废船舶的市场价值，除非已事先通知了保险人，并已同意了修改承保条件、保险价值和保险人要求的保险费。本款不影响根据第 8 条或第 11 条的索赔。

### 二、延续

本保险期满时，如果保险船舶尚在海上，或在避难中，或在避难港，或在中途港，那么只要事先通知保险人，并按月比例支付超期保险费后，本保险继续负责承保至抵达其目的港为止。

### 三、违反保证

当任何有关货物、航线、船位、拖带、救助服务或开航日期的保证被违反时，若被保险人接到消息后迅速通知保险人，并同意修改承保条款和加付所需的保险费，则保险仍然有效。

### 四、终止

本保险的任何条款，不论是手写的、打印的还是印刷的，若与本条相抵触时，均以本条为准。

除非保险人书面同意作相反的同意，本保险在下列情况下自动终止：

1、 保险船舶的船级社变更，或者其船级变更、暂停、中止、撤回或期限届满，但如果船舶尚在海上航行，该自动终止可延迟至船舶抵达下一个港口时。然而，如果此种船级变更、暂停、中止或撤回是由本保险第 6 条承保的损失或损害造成的，或者是由根据现行协会船舶战争险和罢工险定期承保条款承保的损失或损害引起的，此种自动终止仅于船舶未经船级社事先同意在下一港口开航时才发生效力。

2、 无论自愿与否，保险船舶变更船舶所有权或船旗、转让给新的管理人、光船出租或被征购、征用时，但如果船上载有货物并已从装货港开航，或在海上空载航行时，经要求，此种船舶自动终止应延迟，直至船舶继续其计划航行，载货船到达最后卸货港时为止，空载船舶到达目的港时为止。但是，如果征购、征用没有事先与被保险人签订书面协议，那么不



论船舶是在海上还是在港内，保险责任的终止将在船舶被征购或征用后 15 天开始生效。保险费的净收入按日比例退回。

## 五、转让

对本保险下的利益的转让，或以金钱支付的利益的转让，保险人概不承认，也不受这种转让的约束。但如果被保险人在发生任何索赔或退还保险费之前就在这种转让通知书上注明了日期并签署，以及以后转让人在保险单上背书这种转让，则保险人给予赔偿。

## 六、危险

1、 本保险承保由于下列原因所造成的保险标的的灭失或损坏：

- (1) 海上、江河、湖泊或其他可航水域的灾害；
- (2) 火灾、爆炸；
- (3) 来自保险船舶外的人员的暴力盗窃；
- (4) 抛弃；
- (5) 海盗；
- (6) 核装置或核反应堆发生的故障或意外事故；
- (7) 与航空器或类似装置及从其上坠落的物体，和与陆上传送设备、码头、港口设备或装置的触碰；
- (8) 地震、火山爆发或闪电。

2、本保险承保由于下列原因所造成的保险标的的灭失或损坏：

- (1) 装卸、移动货物或燃料过程中发生的意外事故；
- (2) 锅炉破裂、尾轴断裂或机器、船体的任何潜在缺陷；
- (3) 船长、高级船员、船员或引航员的疏忽；
- (4) 被保险人以外的修船人员或承租人的疏忽行为；
- (5) 船长、高级船员、船员的不法行为。

如果此种灭失或损坏并非由于被保险人、船东或管理人缺乏谨慎处理所致。

3、船长、高级船员、船员或引航员对保险船舶拥用股权的，不被视为本条（第 6 条）意义上的船东。

## 七、污染危险

本保险承保由于任何政府当局依其权力为防止或减轻因本保险承保的风险直接引起的污染危险或其威胁而造成的船舶全损（实际或推定全损），如果政府当局的这种行动不是由于保险船舶的被保险人、船东或管理人或其中任何人在防止或减少此种污染或威胁方面缺乏谨慎处理所致。船长、高级船员、船员或引航员对保险船舶拥有股权的，不被视为在本条（第 7 条）意义上的船东

## 八、四分之三碰撞责任

1、 保险人同意赔偿被保险人对下列各项的损害赔偿的法律责任而支付给第三者的金额的四分之三：

- (1) 任何其他船舶或船上财产的灭失或损坏；
- (2) 任何其他船舶或其船上财产的延迟或丧失使用；
- (3) 任何其他船舶或其船上财产的共同海损、救助报酬或根据合同的救助报酬，如果被保险人的此种支付是保险船舶与其他船舶碰撞的结果。

2、 本条所规定的赔偿，是本保险其他条款和条件所规定的赔偿的增加部分，且必须遵

照下列规定：

(1) 如果保险船舶与另一船舶碰撞，且双方互有过失，那么除非一方或两船的责任受到法律的限制，根据本条的赔偿应按交叉责任制的原则计算，如同各船东不得不相互赔付，像在确定由于碰撞应由被保险人未能支付或应支付给被保险人的余额或金额时那样，可能适当承认彼此的损害赔偿的比例部分；

(2) 在任何情况下，保险人根据本条第 1 款和第 2 款，对每次碰撞事故总责任，不得超过保险船舶保险价值的四分之三。

3、 保险人还负责赔偿经其书面同意后，被保险人为抗辩责任或提起限制责任程序而产生的或可能不得不支付的法律费用的四分之三。

但是在任何情况下，本条不延伸到被保险人对下列各项应支付的费用或与此有关的费用：

1、障碍物、残骸、货物或任何其他物体的清除或处置；

2、任何不动产或个人财产或任何其他物件，但其他船舶或其上的财产除外；

3、保险船舶上的货物或其他财物，或保险船舶的责任；

4、人身伤亡或疾病；

5、任何不动产或个人财产或任何其他物件（与保险船舶碰撞的其他船舶或其所载财产除外）的污染或沾污。

## 九、姐妹船

如果保险船舶与全部或部分属于同一所有人所有，或与在同一机构管理下的另一船舶发生碰撞，或接受该船舶的救助服务，则被保险人所享有的权利，与另一艘完全属于第三者时被保险人按本保险所享有的权利相同；但在此种情况下，有关碰撞责任及救助费用数额的确定，应呈交给由保险人和被保险人双方同意的一个独任仲裁员进行仲裁。

## 十、索赔通知

在发生意外事故所造成的灭失或损坏可能导致保险赔偿时，被保险人应在船舶检验之前通知保险人，如果船舶在国外，则应通知最近地区的劳合社代理人，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。

## 十一、共同海损和救助

1、 在扣减任何不足额保险后，本保险承保保险船舶按比例分摊的救助、救助费用和/或共同海损。

2、本保险不承保船舶的部分损失或损害，但依前第 11.1 条可求偿的共同海损损失或损害的部分除外。

3、若运输合同无特别约定，共同海损理算应依据航程终止地法律与实务；但若运输合同有规定时，理算应根据约克安特卫普规则。

4、 当保险船舶空载航行且未出租，共同海损的理算应适用 1974 年的《约克-安特卫普规则》（第 20 条和第 21 条除外），该航程应自起运港或起运地至保险船舶抵达其后的除避难港口或地点或仅为加油的挂靠港口或地点外的第一个港口或地点为止。若在上述任何一个中途港口或地点放弃原定航程时，该航程即视作在该处终止。

5、对于任何根据本条的索赔，如果损失不是为避免承保危险而发生的或不是与避免承保危险有关的，保险人概不负责。

## 十二、免赔额

1、在每一次单独事故或事件中，承保危险造成的损失索赔，其累计金额（包括根据第8条、第11条和第13条项下的索赔）不超过\_\_\_\_\_时，保险人不予赔偿，在超过上述金额的情况下，该金额须从赔偿总额中扣除。本款对保险船舶的全损或推定全损赔偿不适用，也不适用于根据第13条与同一事故产生的此种全损或推定全损赔偿相关的赔偿。

2、除了从第三方所得到的赔偿所包含的利息因素外，对于就适用上述免赔额的保险索赔从第三方得到的赔偿，应全部给予保险人，但以未因从第三方得到的赔偿而减少的保险索赔的累计总额超过上述免赔的金额为限。

3、从第三方所得到的赔偿所包含的利息，应考虑保险人已付保险赔偿的金额赔偿的日期，在被保险人和保险人之间比例分享，尽管加上利息后，保险人可能获得超过其支付的保险赔偿的金额。

## 十三、被保险人的义务（施救费用）

1、当发生损失或不幸时，被保险人及其雇佣人员和代理人有义务采取一切合理的措施，避免或减轻应由本保险负责赔偿的损失。

2、除以下规定和第12条的规定外，保险人将赔偿由被保险人、其雇佣人员及代理人由于采取此种措施而适当地、合理地、产生的费用。**共同海损、救助费用（除本条第5款中规定者外）和碰撞抗辩或诉讼费用，不能根据本条得到赔偿。**

3、被保险人或保险人为施救、保护或恢复保险标的而采取的措施，不应视作放弃或接受委付、或者有损于任何一方的权益。

4、对根据本条的规定所发生的费用，本保险的赔偿责任，不超过此种费用占保险金额同本保险中约定的保险船舶的价值的比例部分，如果发生事故而引起费用时的船舶完好价值超过约定的保险价值，则不超过此种费用占保险金额同这一完好价值的比例部分。如果保险人已经承认全损索赔，而本保险的保险财产获救时，上述规定不应适用，除非施救费用超过此种获救财产的价值，此时上述规定仅适用于超过获救价值的施救费用。

5、当根据本保险承认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的费用且无残值，或费用超过残值时，本保险应按比例负责赔偿该费用或超过残值的费用中按具体情况确定的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，根据本条可获得赔偿的数额，应按其不足额保险部分的比例进行赔偿。

6、根据本条（第13条）应赔偿的金额，应加在本保险所负责赔偿的其他损失上，但在任何情况下不得超过保险船舶的保险金额。

## 十四、以新换旧

应付的赔偿不作以新换旧的扣减。

## 十五、代理佣金

在任何情况下，本保险不负责赔偿被保险人为索取和提供资料和文件所花费的时间和劳务，以及被保险人委派或以其名义行事的管理人、代理人、管理或代理公司或诸如此类的公司为进行此种服务而收取的佣金或费用。

## 十六、推定全损

1、在确定保险船舶是否构成推定全损时，船舶的保险价值应作为船舶修理后的价值，

不应考虑保险船舶的受损或解体价值或残骸。

2、**基于保险船舶的恢复和/或修理费用的推定全损索赔不应得到赔偿，除非此笔费用会超过保险价值。**在作此项决定时，应仅考虑与单一事故或由于同一事故引起后续损害赔偿有关的费用。

## **十七、运费放弃**

发生全损或推定全损时，不论是否收到委付通知，保险人都不对运费提出请求。

## **十八、船舶营运费用保证**

1、允许下列各项附加保险：

(1) 营运费用、经理人的佣金、利润或船壳和机器的超值或增值；其金额不得超过船舶价值的 25%；

(2) 以定期投保的运费、租金或预期运费：其金额不得超过船舶价值的 25%扣除在上述本款(1)项内已投保的保险金额；

(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（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。对于定期支付租金的航次租期合同，可保金额仅限于其超额部分，而且应从中扣除已预收或赚取的部的运费或租金；

(4) 船舶空载航行且未出租时的预期运费：其金额不得超过基于投保时的运费率合理的估算的下次载货航程的预计总运费再加上保险费。根据本款第(2)项投保的金额应予以考虑，仅其超额部分可以保险；

(5) 期租租金或连续航次租金：其金额不得超过租船合同项下在 18 个月以内可以收到的总租金的 50%，根据本款第(2)项的投保金额应予以考虑，仅其超额部分可以保险，而且应从中扣除根据租约已预收或赚取的租金的 50%，但如果根据本款第(2)项及本项的总保险金额不超过根据租船合同待收到总租金的 50%时，可不作上述扣除。根据本项的保险可以自签订租船合同时开始；

(6) 保险费：保险金额不能超过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，但需要时可以包括任何保赔协会或战争险等项的保险费或保险追加金），这项保险费应逐月按比例减少；

(7) 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不论是否由承保风险所造成的全损时不予退回的实际退费；

(8) 不受保险金额限制的保险：其后第 23 条、第 24 条、第 25 条和第 26 条除外的任何风险。

2、保证本条第 1 款第(1)项至第(7)项中所列任何利益的保险，不超过所允许的保险金额，并不得由被保险人、船东、管理人或抵押权人或以其名义在本保险有效期内安排的或将安排的包括保险船舶的 P. P. I.、F. I. A. 或须受其他类似条款的全损保险在内的其他保险。保险人不得以违反本保证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。

## **十九、停泊和解约时的退费**

1、按照下列规定退还保险费：

(1) 本保险经协议同意解除时，每一未开始的月份的净保险费按月比例退还。

(2) 船舶在保险人同意的港内或闲置水域连同下文规定的特别准许停泊时，若每次连续停泊 30 天，则按下列办法计算退回保险费：

- (a) 未进行修理的, 按 %计算;
- (b) 进行修理的, 按 %计算

如果保险船舶修理期间, 仅部分时间属于可退费期, 退费应分别另按照以上 (a)、(b) 两项中的日数比例计算。

2、但尚需符合下列条件:

(1) 在本保险的保险期间内或其延续期间内未发生不论是否是由承保危险造成的保险船舶的全损;

(2) 若保险船舶停泊在暴露或无防护的水域, 或停泊于未经保险人认可的港口或锚泊水域, 则不予退费, 但是如果保险人同意将此种未被认可的锚泊水域视为在认可的停泊港口或水域的范围内, 则在此种未被认可的锚泊水域内停泊期间的天数可以加上在认可的港口或水域内的天数以构成一次连续停泊 30 天, 而退费仍限于在认可的港口或水域内停泊天数所占的比例部分;

(3) 装卸作业或船上有货物不应影响退费, 但保险船舶被用作储藏或驳运货物的任何期间, 不允许退费;

(4) 年保险费率修改时, 上述保险费退回率也应作相应的调整;

(5) 根据本条可得到的退费基于连续 30 天停泊期, 包括在同一被保险人投保的数个连续保险时, 本保险仅负责按照上述第 1 款第 2 项 (a) 小项或 (b) 小项规定的退费率对于本保险的保险期间内的实际停泊天数占总停泊天数比例计算出来的退费。被保险人有权选择此种重叠期应自被保险人船舶闲置的第一天开始起算或自上述本条第 1 款第 2 项 (a) 小项或 (b) 小项或本条第 2 款第 2 项规定的连续 30 天停泊期间的第一天开始起算。

下列各条具有最高效力, 本保险中任何与下列各条不一致的规定, 均属无效。

## 二十、战争除外责任

在任何情况下, 本保险不承保由于下列原因引起的损失、损害、责任或费用:

- 1、战争、内战、革命、造反、叛乱、或由此引起的内乱, 或任何交战方之间的敌对行为;
- 2、捕获、扣押、扣留、拘禁或羁押 (船长或船员的恶意行为和海盗行为除外), 以及这些行为所引起的后果或进行这些行为的企图;
- 3、被遗弃的水雷、鱼雷、炸弹或其他被遗弃的战争武器。

## 二十一、罢工除外责任

在任何情况下, 本保险不承保由于下列原因引起的损失、损害、责任或费用:

- 1、罢工者, 被迫停工工人, 或参加工潮、暴乱或民变的人员;
- 2、任何恐怖分子或出于政治动机的人员。

## 二十二、恶意行为除外责任

在任何情况下, 本保险不承保恶意地或出于政治动机而行为的人员造成的由以下原因引起的损失、损害、责任或费用:

- 1、炸药爆炸;
- 2、任何战争武器。

## 二十三、核武器除外责任

在任何情况下, 本保险不承保由于应用原子或核裂变和/或聚变或其他类似反应或放射力量或物质所制造的战争武器所造成的灭失、损害、责任或费用。