

# **Institute Voyage Clauses (Hull)**

**1/10/1983**

## **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.

## **2 CHANGE OF VOYAGE**

Held cover in case of deviation or change of voyage or any breach of warranty as to towage or salvage services, 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.

## **3 ASSIGNMENT**

No assignment of 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.

## **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, 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

4.1.8 earthquake volcanic eruption or lightning.

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 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 5 should they hold shares in the Vessel.

## 6 3/4THS COLLISION LIABILITY

6.1 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

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

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

6.1.3 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.

6.2 The indemnity provided by this Clause 6 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:

6.2.1 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 6 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,

6.2.2 In no case shall the Underwriters' total liability under Clauses 6.1 and 6.2 exceed their proportionate part of three-fourths of the insured value of the Vessel hereby insured in respect of any one collision.

6.3 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

6.4 Provided always that this Clause 6 shall in no case extend to any sum which the Assured shall pay for or in respect of

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

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

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

6.4.4 loss of life, personal injury or illness

6.4.5 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).

#### 7 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.

#### 8 NOTICE OF CLAIM AND TENDERS

8.1 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.

8.2 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.

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

Due credit shall be given against the allowance as above for any amounts recovered in respect of fuel and stores and wages and maintenance of the Master Officers and Crew or any member thereof, including amounts allowed in general average, and for any amounts recovered from third parties in respect of damages for detention and/or loss of profit and/or running expenses, for the period covered by the tender allowance or any part hereof. Where a part of the cost of the repair of damage other than a fixed deductible is not recoverable from the Underwriters, the allowance shall be reduced by a similar proportion.

8.4 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.

## 9 GENERAL AVERAGE AND SALVAGE

9.1 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.

9.2 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.

9.3 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.

9.4 No claim under 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.

## 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 6, 9 and 11) 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 11 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.

10.3 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.

## 11 DUTY OF ASSURED (SUE AND LABOUR)

11.1 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.

11.2 Subject to the provisions below and to Clause 10 the Underwriters will contribute to charges properly and reasonably incurred by the Assured and their servants or agents for such measures. General average, salvage charges (except as provided for in Clause 11.5) and collision defence or attack costs are not recoverable under this Clause 11.

11.3 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.

11.4 When expenses are incurred pursuant to 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.

11.5 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.

11.6 The sum recoverable under 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.

## 12 NEW FOR OLD

Claims payable without deduction new for old.

## 13 BOTTOM TREATMENT

In no case shall a claim be allowed in respect of scraping, grit blasting and/or other surface preparation or painting of the Vessel's bottom except that

13.1 grit blasting and/or other surface preparation of new bottom plates ashore and supplying and applying any "shop" primer thereto,

13.2 grit blasting and/or other surface preparation of:

the butts or area of plating immediately adjacent to any renewed or refitted plating damaged during the course of welding and/or repairs, areas of plating damaged during the course of fairing, either in place or ashore,

13.3 supplying and applying the first coat of primer/anti-corrosive to those particular areas mentioned in 13.1 and 13.2 above, shall be allowed as part of the reasonable cost of repairs in respect of bottom plating damaged by an insured peril.

## 14 WAGES AND MAINTAINANCE

No claims 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 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.

## 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 UNREPAIRED DAMAGE

16.1 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.

16.2 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.

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

## 17 CONSTRUCTIVE TOTAL LOSS

17.1 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.

17.2 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.

## 18 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.

## 19 DISBURSEMENT WARRANTY

19.1 Additional insurances as follows are permitted:

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

19.1.2 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 19.1.1.

19.1.3 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 19.1.2 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.

19.1.4 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 19.1.2 to be taken into account and only the excess thereof may be insured

19.1.5 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 19.1.2 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 19.1.2 and 19.1.5 does not exceed 50% of the gross hire still to be earned under the charter insurance under this Section may begin on the signing of the charter.

19.1.6 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.

19.1.7 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.

19.1.8 Insurance irrespective of amount insured against:

Any risks excluded by Clauses 20, 21, 22 and 23 below.

19.2 Warranted that no insurance on any interests enumerated in the foregoing 19.1.1 to 19.1.7 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 term, 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.

**The following clauses shall be paramount and shall override anything 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.

20.3 derelict mines, torpedoes bombs or other derelict weapons of war.

## **21 STRIKES EXCLUSION**

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 ACTS EXCLUSION

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

## 协会船舶航次保险条款（1983/10/1）

### 第一条 航行

一、保险船舶在任何时候均按本保险的条款规定承保，允许在无论有无引航员的情况下开航或航行、试航、协助和拖带遇难船舶，但保证保险船舶不得被他船拖带，除非此是出于习惯或在需要协助时被拖带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。

二、如果保险船舶用于在海上将货物从本船装卸到另一条船或者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坏以及对他船的责任，本保险不负责赔偿，除非保险船舶将从事这种作业事先通知了保险人，并且双方同意了修改的承保条件和增加保险费。

### 第二条 航程变更

当发生绕航或航程变更，或任何拖带、救助服务的保证被违反时，如果被保险人接到消息后立即通知保险人，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。

### 第三条 转让

本保险下的利益的转让或基于保险的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。但如果在发生任何保险索赔或退还保险费之前，被保险人及后续的转让人签署注明日期的转让通知书，并在保险单上背书这种转让，经此背书的保险单也已出示给保险人，则不受此限。

### 第四条 危险

一、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：

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

二、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：

- （一） 装卸、移动货物或燃料过程中发生的意外事故；
- （二） 锅炉破裂、尾轴断裂或机器、船体的任何潜在缺陷；
- （三） 船长、高级船员、船员或引航员的疏忽；
- （四） 被保险人以外的修船人员或承租人的疏忽行为；
- （五） 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。

三、船长、高级船员、船员或引航员对保险船舶拥有股权的，不被视为本条意义上的船东。

#### 第五条 污染危险

本保险承保因任何政府当局依其权力采取行动，防止或减轻直接由于保险人在本保险项下负责的保险船舶的损坏而产生的污染危险或其威胁，所造成的保险船舶的损失或损坏。其前提是，政府当局的这种行动不是由于保险船舶的被保险人、船东、管理人或其中任何人在防止或减少此种危险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，不被视为在本条意义上的船东。

#### 第六条 四分之三碰撞责任

一、保险人同意赔偿被保险人因其对下列各项损害的法律責任而支付给第三者的金额的四分之三：

- （一）任何其他船舶或船上财产的灭失或损坏；
- （二）任何其他船舶或其船上财产的延迟使用或丧失用途；
- （三）任何其他船舶或其船上财产的共同海损、救助或根据合同的救助，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。

二、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补充部分，且必须遵照下列规定：

（一）如果保险船舶与另一船舶碰撞，且双方互有过失，那么除非一方或双方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彼此遭受的损坏部分，此等损坏部分可以在确定由于碰撞而应由被保险人支付或应支付给被保险人的余额或金额时，就已得到适当承认；

（二）在任何情况下，保险人根据本条第一款和第二款，对每次碰撞事故的总责任，不得超过保险船舶保险价值的四分之三；

三、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。

#### 四、除外责任

在任何情况下，本条的保险责任均不扩大到被保险人对下列各项应支付的费用或与此有关的费用：

- （一）障碍物、残骸、货物或任何其他物体的清除或处置；
- （二）任何不动产、动产或任何其他物件，但其他船舶或其上的财产除外；
- （三）保险船舶上的货物或其他财物，或保险船舶的责任；
- （四）人身伤亡或疾病；
- （五）任何不动产、动产或任何其他物件（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。

#### 第七条 姐妹船

如果保险船舶与全部或部分属于同一所有人所有的或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，与另一艘船舶完全属于第三者时被保险人在本保险项下所享有的权利相同；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立仲裁员进行仲裁。

## 第八条 索赔通知和招标

一、在发生意外事故所造成的灭失或损坏可能导致保险索赔时，被保险人应在船舶检验之前通知保险人，如果保险船舶在国外，则还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。

二、保险人有权决定保险船舶的入坞或修理港口（因遵循保险人的要求所产生的实际额外费用，可由保险人补偿给被保险人），而且对于船舶修理地点或修理厂有否决权。

三、保险人也可以就保险船舶的修理进行招标或要求进行后续招标。如果已进行了此种招标并且接受投标经保险人认可，那么对在按保险人的要求发出投标邀请起至接受投标期间完全由于进行招标所产生的时间损失，应按保险价值 30%的年利率给予补贴，但以此种时间损失仅是不得不进行招标的结果为限，且以收到保险人的认可后毫不迟延地接受投标为前提。

基于上述期间由招标补贴给予补偿，应从上述补贴中扣除下列款项：在燃料、物料和船长、高级船员、船员的工资、给养方面得到的赔偿金额，包括允许列为共同海损的金额；在延迟损害赔偿、利润损失和/或营运费用方面从第三方得到的赔偿金额。如果在固定的免赔额外存在部分损坏修理费用不能从保险人处得到赔偿，则上述补贴按同样的比例扣减。

四、如果被保险人未按照第十条的规定办理，那么应从确定的赔款额中扣除 15%。

## 第九条 共同海损和救助

一、本保险承保保险船舶分摊的救助、救助费用和/或共同海损，并在不足额保险情况下应按比例扣减，但对于保险船舶的共同牺牲，被保险人有权取得所有损失的保险赔偿，而不必先行使向第三方要求分摊的权利。

二、共同海损的理算应按照航程终止地的法律和惯例办理，如同运输合同中没有这方面的特别规定；但是如果运输合同规定按照《约克-安特卫普规则》理算，则应按此规则办理。

三、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。如果在上述任何一个中途港口或地点放弃原定航程，该航程即视作在该处终止。

**四、对于任何根据第十一条的索赔，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。**

## 第十条 免赔额

一、在每一次单独事故或事件中，承保危险造成的损失索赔的累计金额（包括根据第六条、第九条和第十一条的索赔）不超过\_\_\_\_\_时，保险人不予赔偿，超过该金额时，该金额应从赔偿总额中扣除。但是，搁浅后检验船底的费用，如果是专门为检验目的而合理发生的，即使经检查未发现任何损坏也应给予赔付。本款不适用于对保险船舶的全损或推定全损索赔，也不适用于同一事故或事件产生的根据第十一条提出的与此种全损或推定全损索赔相关的索赔。

二、在两个连续港口之间的单个海上航程中由于恶劣天气所造成的损坏索赔，应作为一次事故造成的损坏索赔对待。如果这种恶劣天气持续的时间超过本保险承保的期限，那么适用于本保险赔偿的免赔额，应按照属于保险期限内的恶劣天气天数与该单个海上航程中的恶劣天气天数的比例计算。本款中的“恶劣天气”，应视为包括与浮冰的触碰。

三、除了从第三方得到的赔偿中所含利息外，对于适用上述免赔额的保险索赔从第三方得到的赔偿，应全部给予保险人，但以未因从第三方得到赔偿而扣减的保险索赔的累计总额超过上述免赔额的额度为限。

四、从第三方得到的赔偿中所含利息，应考虑保险人已付保险赔偿金额及其支付日期，在被保险人和保险人之间按比例分享，尽管加上利息后，保险人可能获得超过其已付保险赔偿的金额。

#### 第十一条 被保险人的义务（施救）

一、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。

二、除以下规定和第十条外，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（除本条第五款中规定者外）和碰撞诉讼费用，不能在本条项下得到赔偿。**

三、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。

四、对根据第十三条所发生的费用，本保险的赔偿责任，不超过此种费用占保险金额与本保险中约定的保险船舶的价值的比例部分，如果发生事件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与该完好价值的比例部分。如果保险人已经承认全损索赔且保险财产获救，则上述规定不应适用，除非施救费用超过此种获救财产的价值，而此时上述规定仅适用于超过获救价值的施救费用。

五、当保险人接受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，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该超过残值的费用中按具体情况确认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产生该费用的事件发生时的完好价值投保，根据本条可获得赔偿的数额，应与不足额保险成比例予以扣减。

六、根据第十三条应赔偿的金额，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。

#### 第十二条 以新换旧

保险人应付的赔偿不作以新换旧的扣减。

#### 第十三条 船底处理

**在任何情况下，不得索赔保险船舶船底的刮除、打砂和/或其他表面处理或喷涂油漆，除非下列各项理应列入因保险危险而受损的船底板的合理的修理费用中：**

一、在岸上对新换船底板的打砂和/或其他表面处理以及在其上喷涂的第一次底漆。

二、对紧靠新换或重装钢板在焊接或修理过程中受损的钢板接头或其周围区域的打砂和/或表面处理，以及对在工作现场或岸上整形过程中受损钢板的打砂和/或表面处理。

三、对本条第一款和第二款所提到的特别区域涂第一层底漆/防腐漆。

#### 第十四条 工资和给养

**除共同海损外，不得索赔船长、高级船员、船员或船上其他人员的工资和给养，但完全因对保**

险人承保的损坏的修理而必须将船舶从一个港口转移到另一个港口或为此种修理而必须试航的情况除外，在上述情况下，本保险仅对船舶在航期间所产生的工资和给养负责。

#### 第十五条 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 and 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。

#### 第十六条 未修理的损坏

一、对未修理的损坏赔偿的限度，应为本保险终止时的船舶市场价值由于此种未修理的损坏引起的合理贬值，但不得超过合理的修理费用。

二、在任何情况下，如果本保险期限内或本保险的延长期内发生了全损（不论本保险对全损是否负责），保险人对未修理的损坏不再负责。

三、保险人对未修理损坏的赔偿责任，不应超过其在本保险终止时的保险价值。

#### 第十七条 推定全损

一、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，不应考虑保险船舶受损或解体后的价值或残骸。

二、基于保险船舶的和/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，应仅考虑与单次事故有关的费用或由该同一事故产生的后续损坏赔偿。

#### 第十八条 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。

#### 第十九条 船舶营运费用保证

一、允许下列各项附加保险：

（一）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%；

（二）按期限承保的运费、租金或预期运费：其金额不得超过船舶价值的 25%扣除根据本款第（一）项确定的保险金额；

（三）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）加上保险费。对于定期支付租金的航次租期合同，可保金额根据限于上述两次载货的预计航程期限计算。根据本款第（二）项的保险金额应予以考虑，仅超出其部分可以承保，而且应从中扣除已预收或赚取的运费或租金的总额；

（四）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估算的下次载货航程的预计总运费加上保险费。根据本款第（二）项的保险金额应予以考虑，仅超出其部分可以承保；

（五）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（二）项的保险金额应予以考虑，仅超出其部分可以承保，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（二）项和本项的合计保险金额不超过根据租船合同待收总租金的 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；

（六）保险费：其金额不能超过任何保险利益投保不超过 12 个月期限的实际保险费（不包括本款上述各项保险的保险费，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；

（七）退还的保险费：其金额不得超过任何保险所允许退还，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还的实际退费；

（八）不受保险金额限制的保险：下面的第二十条、第二十一条、第二十二条和第二十三条所除外的任何风险。

二、保证本条第一款第（一）项至第（七）项中所列任何利益的保险不超过所允许的保险金额，并且不得有由被保险人、船东、管理人或抵押权人本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约束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。

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。

#### **第二十条 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：

一、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；

二、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；

三、被遗弃的水雷、鱼雷、炸弹或其他被遗弃的战争武器。

#### **第二十一条 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：

一、罢工者，被迫停工工人，或参加工潮、暴乱或民变的人员；

二、任何恐怖分子或出于政治动机的人员。

#### **第二十二条 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：

一、炸药爆炸；

二、任何战争武器。

#### **第二十三条 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。