

Institute Time Clauses—Hulls Disbursements And Increased Value (Total loss only, including Excess Liabilities)

1 NAVIGATION

1.1 The subject-matter insured is covered subject to the provisions of this insurance at all times and the Vessel 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 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 in respect of loss of or damage to the subject-matter insured or for liability to any other vessel arising from such loading or discharging, 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, no claim shall be recovered under this insurance in respect of loss or damage to the Vessel occurring subsequent to such sailing unless previous notice has been given to the Underwriters and any amendments to the terms of cover, amount insured and premium required by them have been agreed.

2 CONTINUATION

Should the Vessel at the expiration of this insurance be at sea or in distress or refuge or of call, the subject-matter insured 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, locality, trade, towage, salvage services or date of sailing, provided notice be given to the Underwrites 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 voyage, until

arrival at final port of discharge if with cargo or at port of destination if in ballast. However, in 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 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 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 person 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 object, or object 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 repairs or charterers provided such repairs 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.

6.4 This insurance covers:

6.4.1 General Average, Salvage and Salvage Charges not recoverable in full under the insurance on hull and machinery by reason of the difference between the insured value of the vessel as stated therein (or any reduced value arising from the deduction therefrom in process of adjustment of any claim which law or practice or the terms of the insurances covering hull and machinery have required) and the value of the Vessel adopted for the purpose of contribution to general average, salvage or salvage charges, the liability under this insurance being for such proportion of the amount not recoverable as the amount insured hereunder bears to the said difference or to the total sum insured against excess liabilities if it exceed such difference.

6.4.2 Sue and Labour Charges not recoverable in full under the insurances on hull and machinery by reason of the difference between the insured value of the Vessel as stated therein and the value of the Vessel adopted for the purpose of ascertaining the amount recoverable under the insurance on hull and machinery, the liability under this insurance being for such proportion of the amount not recoverable as the amount insured hereunder bears to the said difference or to the total sum insured against excess liabilities if it exceed such difference.

6.4.3 Collision Liability (three-fourths) not recoverable in full under the 3/4ths Collision Liability and Sistership Clauses in the insurance on hull and machinery by reason of such three-fourths liability exceeding three-fourths of the insured value of the vessel as stated therein, in which case the amount recoverable under this insurance shall be such proportion of the difference

so arising as the amount insured hereunder bears to the total sum insured against excess liabilities.
6.5 The Underwriters' liability under 6.4.1, 6.4.2 and 6.4.3 separately, in respect of any one claim, shall not exceed the amount insured hereunder.

7 POLLUTION HAZARD

This insurance covers total loss (actual and 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 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.

9 CONSTRUCTIVE TOTAL LOSS

9.1 In ascertaining whether the Vessel is a constructive total loss, the insured value in the insurance on hull and machinery 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.

9.2 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 the insurance on hull and machinery. 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.

9.3 Provided that the Constructive Total Loss Clause in the current Institute Time Clauses Hulls or a clause having a similar effect is contained in the insurance on hull and machinery, the settlement of a claim for constructive total loss thereunder shall be accepted as proof of the constructive total loss of the Vessel.

9.4 Should the Vessel be a constructive total loss but the claim on the insurance on hull and machinery be settled as a claim for partial loss, no payment shall be due under this Clause 9.

10 COMPROMISED TOTAL LOSS

In the event of a claim for total loss or constructive total loss being settled on the insurances on hull and machinery as a compromised total loss the amount payable hereunder shall be the same percentage of the amount insured as is paid on the said insurances.

11 RETURN FOR LAY-UP AND CANCELLATION

To return as follows:

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

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 Underwrites (with special liberties as hereinafter allowed.

(a).....per cent net not under repair

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

11.2 PROVIDED ALWAYS THAT

11.2.1 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

11.2.2 in no case shall a return be allowed when the Vessel is lying in expose 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

11.2.3 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

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

11.2.5 in the event of any return recoverable under this Clause 11 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 11.1.2(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 11.1.2(a)or (b),or 11.2.2above.

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

12 WAR EXCLUSION

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

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

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

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

13 STRIKES EXCLUSION

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

13.1 strikes, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions

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

14 MALICIOUS ACTS EXCLUSION

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

14.1 the detonation of an explosive

14.2 any weapon of war

and caused by any person acting maliciously or from a political motive.

15 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

协会船舶营运费用和增值定期保险条款

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（不包括另一在港内的船或近岸的小船），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的任何损失或损害，保险人不负责赔偿，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。

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。

除非保险人有书面同意相反的规定外，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、撤回或期限届满时，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、无论是否自愿，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

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暴力盗窃；
- (4) 抛弃货物；
- (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。

4、本保险承保：

(1) 共同海损、救助和救助费用之根据船壳和机器保险未能全部补偿的部分，其产生是由于保险船舶的保险价值（或在评定索赔过程中按承保船壳和机器保险的法律、惯例或条款要求予以扣减后减少了的价值）低于保险船舶的共同海损、救助或救助费用的分摊价值而存在差额，保险人按照本保险的保险金额与这个差额的比例，或在承保超额责任的保险金额的总和超过这个差额时，按照本保险的保险金额与保险金额的总和比例，支付上述未能补偿的部分。

(2) 施救费用之根据船壳和机器保险未能全部补偿的部分，其产生是由于保险船舶的保险价值低于为确定根据船壳和机器保险的补偿额采用的保险船舶价值而存在差额，保险人按照本保险的保险金额与这个差额的比例，或在承保超额责任的保险金额的总和超过这个差额时，按照本保险的保险金额与保险金额的总和的比例，支付上述未能全部补偿的部分。

(3) 碰撞责任（3/4）之根据船壳和机器保险中协会 3/4 碰撞责任和姐妹船条款未能全部补偿的部分，其产生是由于此种 3/4 碰撞责任超过了保险船舶的 3/4 保险金额而存在差额，保险人按照本保险的保险金额与承保超额责任的保险金额的总和的比例，支付上述差额。

5、保险人分别根据第六条 4 款（1）、（2）和（3）项下的责任，在一次索赔中，不超过本保险的保险金额。

七、污染危险

本保险承保由于任何政府当局以其权力为防止或减轻因保险船舶应由保险人负责的全损直接引起的污染危险或其威胁采取的行动造成的保险船舶全损（实际全损或推定全损），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、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。

九、推定全损

1、在确定保险船舶是否构成推定全损时，船壳和机器保险中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。

3、如果船壳和机器保险中包含现行协会船舶定期保险条款的推定全损条款或类似效果的条款，船壳和机器保险争议中协商确定的按推定全损处理应视为保险船舶推定全损的证据。

4、假若保险船舶构成推定全损，但其船壳和机器保险按部分损失处理，保险人根据本条不承担赔偿责任。

十、协议全损

在船壳和机器保险中索赔全损或推定全损而达成按协议达成全损或推定全损的情况下，本保险按船壳和机器保险中相同的赔付比例，支付本保险的保险金额。

十一、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口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保险船舶的全损，不论是否是由承保危险造成的。

（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停泊港口或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港口或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。

十二、战争责任免除

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。

十三、罢工责任免除

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。

十四、恶意行为责任免除

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。

十五、核武器责任免除

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。