

阳光财产保险股份有限公司

协会船舶建造保险条款（1/6/88 CL351）（2014 版）

（本保险适用英国法律及其惯例）

船舶描述
建造人名称
建造人船厂地址

合同号或建造编号

保险标的

（在下述第 1 章（A），（B）或第 2 章载明的保险标的的多于一项时，第 1 章（A），（B）或第 2 章的各自用语将分别适用于各部分。）

第 1 章 保险期间暂定自 年 月 日起，至 年 月 日止。但是，如果在暂定保险期间届满日前向船舶所有人交船的，则本保险于交船时终止。

（A）在建造人船厂或造船人的其他经营场地建造中的船体和机器等

项目描述	合同号或建造编号	暂定价值	建造地

当（A）部分的保险标的处于造船厂内和港区内造船人的其他场地，或在造船厂所在地的建造场地以及这些场地之间运送过程中时，均在本保险项下承保。保险人对位于这些场地内的，（A）部分的每一项目的保险责任自下述时间开始生效：

- （1）如果该项目已经分配给所造船船，则从本第 1 章暂定保险期间开始时生效；
- （2）在第 1 章暂定保险期间开始后交付给造船人的项目，自将该项目（如果已分配）交付给造船人时开始生效；
- （3）如果分配工作是在第 1 章暂定保险期间开始后进行，则从造船人分配时开始生效。

（B）由分包商建造中的本保险承保的机器等

项目描述	合同号或建造编号	暂定价值	建造地点

当（B）部分的保险标的处于分包商的工厂和港区内分包商的别处场地，或分包商工厂所在地的建造场地内，以及在这些场地之间运送过程中，均在本保险项下承保。

保险人对处于这些场地的（B）部分的每一项目的保险责任自下述时间开始生效：

- （1）如果该项目已经分配给所造船舶，则第 1 章暂定保险期间开始时生效；
- （2）在第 1 章暂定保险期间开始后交付给分包商的项目，则从该项目（如果已分配）交付给分包商时生效；
- （3）如果在第 1 章暂定保险期间开始后分配的项目，则从分包商分配时生效。

当（B）部分的保险标的在下述情况下也在本保险项下承保：

（a）在运送给造船人期间，如果此种运送是在港口内或在造船厂所在地的建造场地内进行；

（b）在造船厂和港区内造船人的别处场地或造船厂所在地的建造场地时，以及在这些场地之间的运送过程中。

第 2 章 保险期间暂定自 年 月 日起，至 年 月 日止，但是如果在暂定保险期间届满日前向船舶所有人交船的，则本保险于交船时终止。

向造船人交付由本保险承保的机器等

说明	合同号或建造编号	暂定价值	建造地点

第 2 章的保险标的，当其处于造船厂和港区内造船人的别处场地或造船厂所在地的建造场地内，并在这些场地之间运送过程中，均在本保险项下承保。保险人对于第 2 章的每一部件的保险责任，自将其交付给造船人之时起生效。

第一条 保险价值

一、鉴于本保险单中的保险价值是暂定的，兹同意本保险的保险标的的最终合同价格，或总建造费用加上_____%，两者中以高者为准，应作为保险价值。

二、如果按照上述确定的保险价值：

（一）超过本保险单载明的暂定价值，被保险人同意向保险人声明此种超过的金额，并按保险单的全额费率支付保险费，保险人同意承保按比例增加的份额；或

（二）低于本保险单载明的暂定价值，本保险承保的金额应按比例降低，保险人同意按其减少的比例及保险单的全额费率退还保险费。

三、如果该保险价值超过该暂定价值的 125%，那么，就同一事件引起的任何一次事故或一系列事故的赔偿限额为该暂定价值的 125%。

四、尽管有上述规定，双方理解并同意，在设计和安装船舶过程中因改变原材料或改变原先预期的型号使得保险价值发生的任何变更，均不属于本条的调整范围，此种改变应征得保险人的明确同意。

第二条 运输

在另行缴纳保险费的前提下，本保险继续承保上述第 1 章或第 2 章未规定的运输。

第三条 延迟交付

如果在超过上述约定的暂定保险期间情况下被保险人迟延向船舶所有人交付船舶，在另行缴纳保险费的情况下，本保险继续承保，但在任何情况下，该续保决不延展至造船人完成试航后 30 天。

第四条 绕航或改变航程

在绕航或变更航程的情况下，假如被保险人在接到船舶绕航或改变航程的通知后，立即通知保险人，在达成修改保险条款和增交附加保险费协议的前提下，本保险续保承保。

第五条 风险

一、受保险条款、条件和责任免除的制约，本保险承保在本保险期间造成和发现的保险标的灭失或损害的所有风险，包括完全由于在本保险期间发现存在某种潜在缺陷，而修理、更换或更新任何有缺陷的零部件的费用。在任何情况下，本保险不承保更新有缺陷的焊接所产生的费用。

二、如果新船下水失败，保险人承担完成船舶下水发生的所有费用。

第六条 地震和火山爆发除外条款

在任何情况下，本保险不承保由于地震、火山爆发造成的灭失、损害、责任或费用。本项除外条款均适用于依据第十三、十七、十九 和二十条提出的所有索赔。

第七条 污染危险

本保险承保由于任何政府当局依其授权采取行动，以防止或减少因保险船舶应由保险人负责的损害而直接引起的污染危险或其威胁，所造成的保险船舶的损失或损害。前提是，政府当局的此种行为不是由于保险船舶的被保险人、船舶所有人或管理人，在防止或减轻这些危险或其威胁方面未能谨慎处理所致。船长、高级船员、船员或引航员持有保险船舶的股份，也不视为本第七条意义上的船舶所有人。

第八条 设计错误

尽管保险单或附加险条款中可能含有任何相反的规定，本保险承保在本保险期间内发现的，由于任何零部件的设计错误造成保险标的的灭失或损害。但在任何情况下，本保险不扩展承保修理、改进、更换或更新这些零部件的费用或开支，亦不承保由于改善或更改设计发生的任何费用或开支。

第九条 航行

一、保险船舶依自身动力，在装载或空载情形下，随时按要求为舾装装配、入坞、试航或交船而驶往或驶离港内或建造地内的任何湿坞或干坞、港口、船台、下水架和浮码头，在距该港口或建造地点 250 海里水域范围内，本保险负责承保。如果在超出该范围的情况下，经另行缴纳保险费后，本保险继续承保。

二、在港外或建造地点外，船舶被拖带的任何移动，如果事先通知了保险人，经另行缴纳保险费，本保险继续承保。

第十条 免赔额

一、在每一次单独事故或事件中，由承保风险造成的损失索赔，除非累计金额（包括

根据第十三、十七、十九和二十条的索赔)超过免赔额,否则保险人不予赔偿。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,如果专门为检查目的而合理发生,即使经检查未发现任何损坏也应给予赔偿。本第十条第一款对保险船舶的全损或推定全损索赔不适用,也不适用于根据第二十条,与同一事故或事件产生的全损或推定全损相关的索赔。

二、对于在两个连续港口之间的一个单一海上航程中,由于恶劣天气造成的损害索赔,应视作由于一次事故造成的。如果该恶劣天气延续的时间超出本保险承保的期间,那么适用于本保险赔偿的免赔额,应按照恶劣天气在保险期间内的天数与该单独海上航程中的恶劣天气天数的比例计算。本第十条第二款中的“恶劣天气”,应认为包括与浮冰的接触。

三、除了从第三方的追偿所得所包含的利息外,对于适用上述免赔额的保险索赔的追偿所得,按照未扣减任何追偿所得的累计保险索赔金额超过免赔额之后的金额,悉数归保险人所有。

四、追偿所得所包含的利息,应考虑保险人已付保险赔偿的金额和赔付日期,在被保险人与保险人之间分配,尽管加上利息后,保险人可能得到大于其保险赔偿金额的数额。

第十一条 未修理的损坏

一、船舶未修理的损坏赔偿限额,应为本保险终止时的船舶价值由于未修理所导致的合理贬值金额,但不得超过合理的修理费用。

二、在任何情况下,如果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坏不再负责。

三、保险人对未修理的损坏的赔偿责任,不应超过本保险终止时的船舶的保险价值。

第十二条 推定全损

一、在确定保险标的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,不应考虑船舶或其残骸的受损或解体价值。

二、保险人不负责赔偿根据保险船舶的恢复和/或修理费用确定的推定全损,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相关的费用。

第十三条 共同海损和救助

一、本保险承保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,但如果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。

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。

三、当保险船舶并非在租船合同下空载航行时,共同海损的理算应适用1974年《约克-安特卫普规则》(第20条和第21条除外),为此目的的航程应自起运港或起运地开始,持续至除避难港口或地点或仅为添加燃料的挂靠港口或地点之外,船舶抵达的第一港口或地点为止。如果在上述任何一个中途港口或地点放弃原定的航程时,该航程应视作在该处终止。

四、如果损失不是为了避免承保风险而发生或与该风险相关，根据本第十三条提出的索赔在任何情况下均不予认可。

第十四条 索赔通知

一旦发生本保险项下可以索赔的灭失、损害、责任或费用时，被保险人应当在修理前迅速通知保险人。如果保险标的在国外建造，则应通知最近的劳合社代理，以便在必要时指定一个检验人代表保险人进行检验。

第十五条 利益变更

对保险标的的任何利益变更，不影响本保险的有效性。

第十六条 转让

本保险利益或在本保险项下给付的或应给付的保险金的转让，除非经被保险人，以及如果在后续转让的情况下，经转让人签署载有日期的转让通知并批注在保险单上，并在保险人支付保险赔偿或退还保险费之前，将附贴该批注的保险单提交给保险人，否则该转让对保险人不产生约束，也不为保险人所接受。

第十七条 碰撞责任

一、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其他人的任何金额：

- (一) 任何其他船舶或该船上财产的灭失或损害；
- (二) 任何其他船舶或该船上财产的延迟或丧失用途；
- (三) 任何其他船舶或该船上财产的共同海损、救助费用或根据合同的海难救助而支付的报酬。

如果被保险人的此种支付是保险船舶与任何其他船舶碰撞的结果。

二、根据本第十七条规定的赔偿，是本保险其他条款和条件规定的赔偿之外的赔偿，且应受下述条款的制约：

(一) 在保险船舶与另一船碰撞，且两船均有过失的情况下，那么除非一船或两船的责任受法律限制，根据本第十七条的赔偿应按交叉责任的原则计算，如同在碰撞之后确定应由被保险人支付或应支付给被保险人的金额或余额那样，确定各船按照各自的损害比例向对方赔偿的金额；

(二) 在任何情况下，保险人根据本第十七条第一款和第二款对任何一次碰撞的总赔偿责任，不得超过根据保险船舶的保险价值应承担的比例部分。

三、保险人也将支付经其事先书面同意的，被保险人在进行责任抗辩或提起责任限制诉讼过程中发生的或可能被迫支付的法律费用。

除外责任

四、本第十七条在任何情况下，不扩展承保被保险人应支付的或有关的下述任何金额：

- (一) 对障碍物、残骸、货物或任何其他物体的清除或处置；
- (二) 任何不动产、动产或任何物体，但其他船舶或该船上的财产不在此列；

(三) 保险船舶上的货物或其他财产或保险船舶的债务；

(四) 人身伤亡、伤害或疾病；

(五) 任何不动产、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。

第十八条 姐妹船

如果保险船舶与全部或部分属于同一船舶所有人拥有，或在同一管理人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，被保险人按本保险应享有的权利相同；但在此情况下，有关碰撞责任及救助费用数额的确定，应提交给一个由保险人和被保险人双方同意的独立仲裁员裁决。

第十九条 保障与赔偿

一、保险人同意赔偿被保险人，由于其作为船舶所有人，对任何索赔，要求，损害和/或费用负有法律责任，而向任何其他支付的任何金额或款项，但前提是，此种责任是因下述任一情形或物体引起，且由于保险期间发生的某一意外事故或事件所致：

(一) 除了保险船舶以外的任何固定或可移动物体或财产或其他物品的任何灭失或损害，该灭失或损害是由于除第十七条承保的责任之外的任何其他原因所致；

(二) 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行为；

(三) 被保险人为船舶进出港口或在港内移动的目的，根据习惯性拖带合同项下应承担的责任；

(四) 人员伤亡、伤害、疾病或为了救助人命所支付的款项。

二、保险人同意赔偿被保险人由于本保险期间内发生的某一意外事故或事件引起的下述任何损失、费用：

(一) 纯属为了将生病或受伤的人员、偷渡者、避难者或海上被救人员从保险船舶送上岸而合理发生的附加燃料、保险、工资、给养等费用及港口费用；

(二) 船上或岸上爆发传染性疾病引起的额外费用；

(三) 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，所遭受的罚款。但保险人不负责赔偿因被保险人、其代理人或除了船长、高级船员、船员之外的其他雇员的任何行为、过失、疏忽或违约而受到的罚款；

(四) 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；

(五) 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

三、尽管存在第十九条第一和第二款的规定，第十九条并不承保因下列原因引起的任何责任、开支或费用：

(一) 因工人或由被保险人或其他人雇用的与保险船舶或其货物、原材料或修理事项相关的任何其他人员发生意外事故或疾病，根据劳工赔偿或雇员责任法、任何成文法或普通法以及一般海商法的规定，或根据其他责任，被保险人直接或间接支付的任何款项；

(二) 被保险人按照明示或默示协议，对根据任何服务或学徒合同雇用的任何人员的疾病、伤害或伤亡应承担的责任；

(三) 无论任何原因引起的惩罚性或警诫性损害赔偿；

(四) 运载或将要运载的，或已装载于船上的货物或其他财产，但本第(四)项并不排除从船舶残骸中移走货物而产生的额外费用的任何索赔；

(五) 在保险船舶上的造船人或修船人所有的或负责的财产的灭失或损坏；

(六) 对被保险人所有或租赁的船上的集装箱、设备、燃料或其他财产的合同责任或赔偿责任；

(七) 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的物品，或船长、高级船员或船员所有的私人物品；

(八) 在等候替换任何船长、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、食物和饮料及港口费用；

(九) 因超载或非法垂钓引起的罚款；

(十) 对任何不动产、动产或任何物体的污染或沾污。

四、根据本第十九条规定的赔偿，应是除了根据本保险其他条款和条件规定的赔偿之外的额外赔偿。

五、在被保险人或保险人可以限制其责任的情况下，在本第十九条项下有关该责任的赔偿，不应超过在责任限制的情况下，保险人按比例应赔付的金额。

六、在任何情况下，根据本第十九条保险人对因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。

七、第十九条还应符合下列规定：

(一) 被保险人可能根据第十九条提出索赔的每次灾难事件，及可能使被保险人根据第十九条承保的责任而支付的费用，均须迅速通知保险人；

(二) 非经保险人事先书面同意，被保险人不应承认其可能在本第十九条项下承保的任何责任，或解决可能在本第十九条项下承保的任何索赔。

第二十条 被保险人施救义务

一、如果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，以避免或减轻在本保险项下可获赔偿的损失。

二、依照以下各款和第十条各款规定，保险人将补偿由被保险人，其雇员或代理人因适当采取上述措施而产生的合理费用。共同海损、救助费用（除本第二十条第四款规定者外）。被保险人为避免、减轻或抗辩第十九条所承保的责任而发生的碰撞抗辩和诉讼费用，均不能在本第二十条项下获得赔偿。

三、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益。

四、当本保险项下的保险船舶的全损索赔已被保险人所接受，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，或该费用已超过实际收益时，本保险按比例赔偿该费用，或在超过收益的费用中，按具体情况确定为保险船舶合理产生的那部分费用。

五、根据本第二十条可获赔的数额，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。

除外条款

第二十一条 战争除外条款

在任何情况下，本保险决不承保由下列原因造成的灭失、损害、责任和费用：

一、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。

二、捕获、扣押、扣留、管制或拘押（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。

第二十二条 罢工除外条款

在任何情况下，本保险决不承保由下列原因造成的灭失、损害、责任和费用：

一、罢工者、闭厂工人、或参加劳资纠纷，暴乱或民事骚乱的人。

二、任何恐怖分子或出于政治动机的人员。

第二十三条 恶意行为除外条款

在任何情况下，本保险不承保由于任何人出于恶意或政治动机的行为导致下列原因引起的灭失、损害、责任和费用：

一、炸药爆炸。

二、任何战争武器。

第二十四条 核除外条款

在任何情况下，本保险均不承保由下列原因直接或间接造成、引起或可归因于其的灭失、损害、责任或费用：

一、任何核燃料、核废料或核燃料燃烧的电离辐射或放射性污染。

二、任何核装置、核反应堆、其他核组件或核原件所具有的放射性的、有毒的、爆炸性的或其他危险性的特性。

三、应用原子或核裂变和/或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。

SUNSHINE PROPERTY AND CASUALTY INSURANCE COMPANY

INSTITUTE CLAUSES FOR BUILDERS' RISKS (1/6/88 CL351)

(VERSION 2014)

(This insurance is subject to English law and practice)

VESSEL {Response}

Contract or Yard {Response}
No.

BUILDERS {Response}

BUILDERS

' YARDS {Response}

SUBJECT OF INSURANCE

(Where more than one part of the subject-matter insured is described in Section I (A) , Section I (B) or Section II below, then the respective wording of Section I (A) , Section I (B) or Section II shall be applied to each part separately.)

SECTION I.

Provisional Period {Response} from {Response}

but this insurance to terminate upon delivery to Owners if prior to expiry of Provisional Period.

A. HULL and MACHINERY etc. under construction at the yard or other premises of the Builders.

Description	Contract or Yard No.	Provisionally valued at	To be built at/by
{Response}	{Response}	{Response}	{Response}

The subject-matter of this sub-section A is covered whilst at Builders' Yard and at Builders' premises elsewhere within the port or place of construction at which the Builders' Yard is situated and whilst in transit between such locations. The Underwriters' liability in

respect of each item of this sub-section A which is at such locations shall attach from the time:-

- (i) of inception of this Section I if such item has already been allocated to the vessel;
- (ii) of delivery to Builders of such item (if allocated) when delivered after inception of this Section I;
- (iii) of allocation by Builders if allocated after inception of this Section I.

B. MACHINERY etc. insured hereon whilst under construction by Sub-Contractors.

Description	Contract or Yard No.	Provisionally valued at	To be built at/by
{Response}	{Response}	{Response}	{Response}

The subject-matter of this sub-section B is covered whilst at Sub-Contractors' works and at Sub-Contractors' premises elsewhere within the port or place of construction at which the Sub-Contractors' works are situated and whilst in transit between such locations.

The Underwriters' liability in respect of each item of this sub-section B which is at such locations shall attach from the time:-

- (i) of inception of this Section I if such item has already been allocated to the vessel;
- (ii) of delivery to the Sub-Contractors of such item (if allocated) when delivered after inception of this Section I;
- (iii) of allocation by the Sub-Contractors if allocated after inception of this Section I.

The subject-matter of this sub-section B is also covered whilst:-

- (a) in transit to Builders if the transit is within the port or place of construction at which the Builders' Yard is situated;
- (b) at Builders' Yard and at Builders' premises elsewhere within the port or place of construction at which the Builders' Yard is situated and whilst in transit between such locations.

SECTION II.

Provisional Period {Response} from {Response}

but this insurance to terminate upon delivery to Owners if prior to expiry of Provisional Period.

MACHINERY etc. insured hereon from delivery to Builders.

Description	Contract or Yard No.	Provisionally valued at	To be built at/by
{Response}	{Response}	{Response}	{Response}

The subject-matter of this Section II is covered whilst at Builders' Yard and at Builders' premises elsewhere within the port or place of construction at which the Builders' Yard is situated and whilst in transit between such locations. The Underwriters' liability in respect of each item of this Section II shall attach from the time of delivery to Builders.

1. INSURED VALUE

1.1 Whereas the value stated herein is provisional, it is agreed that the final contract price, or the total building cost plus {Response}% whichever is the greater, of the subject-matter of this insurance shall be the insured value.

1.2 Should the insured value, determined as above,

1.2.1 exceed the provisional value stated herein, the Assured agree to declare to the Underwriters hereon the amount of such excess and to pay premium thereon at the full policy rates, and the Underwriters agree to accept their proportionate shares of the increase,

or

1.2.2 be less than the provisional value stated herein, the sum insured by this insurance shall be reduced proportionately and the Underwriters agree to return premium at the full policy rates on the amounts by which their respective lines are reduced.

1.3 Nevertheless, should the insured value exceed 125% of the provisional value, then the limits of indemnity under this insurance shall be 125% of the provisional value, any one accident or series of accidents arising out of the same event.

1.4 Notwithstanding the above it is understood and agreed that any variation of the value for insurance on account of a material alteration in the plans or fittings of the vessel or a change in type from that originally contemplated does not come within the scope of this clause and such a variation requires the specific agreement of the Underwriters.

2. TRANSIT

Held covered at a premium to be arranged for transit not provided for in Section I or II above.

3. DELAYED DELIVERY

Held covered at a premium to be arranged in the event of delivery to Owners being delayed beyond the provisional period (s) mentioned above, but in no case shall any additional period of cover extend beyond 30 days from completion of Builders' Trials.

4. DEVIATION OR CHANGE OF VOYAGE

Held covered in case of deviation or change of voyage, 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.

5. PERILS

5.1 SUBJECT ALWAYS TO ITS TERMS, CONDITIONS AND EXCLUSIONS this insurance is against all risks of loss of or damage to the subject-matter insured caused and discovered during the period of this insurance including the cost of repairing replacing or renewing any defective part condemned solely in consequence of the discovery therein during the period of this insurance of a latent defect. In no case shall this insurance cover the cost of renewing faulty welds.

5.2 In case of failure of launch, the Underwriters to bear all subsequent expenses incurred in completing launch.

6. EARTHQUAKE AND VOLCANIC ERUPTION EXCLUSION

In no case shall this insurance cover loss damage liability or expense caused by earthquake or volcanic eruption. This exclusion applies to all claims including claims under Clauses 13, 17, 19 and 20.

7. 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 7 should they hold shares in the vessel.

8. FAULTY DESIGN

Notwithstanding anything to the contrary which may be contained in the policy or the clauses attached thereto, this insurance includes loss of or damage to the subject-matter insured caused and discovered during the period of this insurance

arising from faulty design of any part or parts thereof but in no case shall this insurance extend to cover the cost or expense of repairing, modifying, replacing or renewing such part or parts, nor any cost or expense incurred by reason of betterment or alteration in design.

9. NAVIGATION

9.1 With leave to proceed to and from any wet or dry docks, harbours, ways, cradles and pontoons within the port or place of construction and to proceed under own power, loaded or in ballast, as often as required, for fitting out, docking, trials or delivery, within a distance by water of 250 nautical miles of the port or place of construction, or held covered at a premium to be arranged in the event of such distance being exceeded.

9.2 Any movement of the vessel in tow outside the port or place of construction held covered at a premium to be arranged, provided previous notice be given to the Underwriters.

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 13, 17, 19 and 20) exceeds {Response} 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 20 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. UNREPAIRED DAMAGE

- 11.1 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.
- 11.2 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.
- 11.3 The Underwriters shall not be liable in respect of unrepaired damage for more than the insured value at the time this insurance terminates.

12. CONSTRUCTIVE TOTAL LOSS

- 12.1 In ascertaining whether the subject-matter insured 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 shall be taken into account.
- 12.2 No claim for Constructive Total Loss based upon the cost of recovery and/or repair 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.

13. GENERAL AVERAGE AND SALVAGE

- 13.1 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.
- 13.2 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.

13.3 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.

13.4 No claim under this Clause 13 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.

14. NOTICE OF CLAIM

In the event of loss damage liability or expense which may result in a claim under this insurance, prompt notice shall be given to the Underwriters prior to repair and, if the subject-matter is under construction abroad, to the nearest Lloyd's Agent so that a surveyor may be appointed to represent the Underwriters should they so desire.

15. CHANGE OF INTEREST

Any change of interest in the subject-matter insured shall not affect the validity of this insurance.

16. 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.

17. COLLISION LIABILITY

17.1 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

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

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

17.1.3 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.

17.2 The indemnity provided by this Clause 17 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:

17.2.1 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 17 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.

17.2.2 In no case shall the Underwriters' total liability under clause 17.1 and 17.2 exceed their proportionate part of the insured value of the vessel hereby insured in respect of any one such collision.

17.3 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

17.4 Provided always that this Clause 17 shall in no case extend to any sum which the Assured shall pay for or in respect of

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

17.4.2 any real or personal property, or thing whatsoever except other vessels or property on other vessels

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

17.4.4 loss of life, personal injury or illness

17.4.5 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) .

18. 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.

19. PROTECTION AND INDEMNITY

19.1 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 following matters or things and arises from an accident or occurrence during the period of this insurance:

19.1.1 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 17

19.1.2 any attempted or actual raising, removal or destruction of any fixed or moveable object or property or other thing, including the wreck of the vessel, or any neglect or failure to raise, remove, or destroy the same

19.1.3 liability assumed by the Assured under contracts of customary towage for the purpose of entering or leaving port or manoeuvring within the port

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

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

19.2.1 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

19.2.2 additional expenses brought about by the outbreak of infectious disease on board the vessel or ashore

19.2.3 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 for any fines which result from any act neglect failure or default of the Assured their agents or servants other than Master Officer or crew member

19.2.4 the expenses of the removal of the wreck of the vessel from any place owned, leased or occupied by the Assured

19.2.5 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

19.3 Notwithstanding the provisions of Clauses 19.1 and 19.2 this Clause 19 does not cover any liability cost or expense arising in respect of:

19.3.1 any direct or indirect payment of 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

19.3.2 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

19.3.3 punitive or exemplary damages, however described

19.3.4 cargo or other property carried, to be carried or which has been carried on board the vessel but this Clause 19.3.4 shall not exclude any claim in respect of the extra cost of removing cargo from the wreck of the vessel

19.3.5 loss of or damage to property, owned by builders or repairers or for which they are responsible, which is on board the vessel

19.3.6 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

19.3.7 cash, negotiable instruments, precious metals or stones, valuables or objects of a rare or precious nature, belonging to persons on board the

vessel, or non-essential personal effects of any Master, Officer or crew member

19.3.8 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

19.3.9 fines or penalties arising from overloading or illegal fishing

19.3.10 pollution or contamination of any real or personal property or thing whatsoever.

19.4 The indemnity provided by this Clause 19 shall be in addition to the indemnity provided by the other terms and conditions of this insurance.

19.5 Where the Assured or the Underwriters may or could have limited their liability the indemnity under this Clause 19 in respect such liability shall not exceed Underwriters' proportionate part of the amount of such limitation.

19.6 In no case shall the Underwriters' liability under this Clause 19 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.

19.7 PROVIDED ALWAYS THAT

19.7.1 prompt notice must be given to the Underwriters of every casualty event or claim upon the Assured which may give rise to claim under this Clause 19 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 19

19.7.2 the Assured shall not admit liability for or settle any claim for which he may be insured under this Clause 19 without the prior written consent of the Underwriters.

20. DUTY OF ASSURED (SUE AND LABOUR)

20.1 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.

20.2 Subject to the provisions below and to Clause 10 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 20.4) collision defence or attack costs and

costs incurred by the Assured in avoiding, minimising or contesting liability covered by Clause 19 are not recoverable under this Clause 20.

- 20.3 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.
- 20.4 When a claim for Total Loss of the subject-matter insured is admitted under this insurance and expenses have been reasonably incurred in saving or attempting to save the subject-matter insured 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 subject-matter insured.
- 20.5 The sum recoverable under this Clause 20 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.

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

21. WAR EXCLUSION

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

- 21.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
- 21.2 capture seizure arrest restraint or detainment (barratry and piracy excepted), and the consequences thereof or any attempt thereat
- 21.3 derelict mines torpedoes bombs or other derelict weapons of war.

22. STRIKES EXCLUSION

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

- 22.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
- 22.2 any terrorist or any person acting from a political motive.

23. MALICIOUS ACTS EXCLUSION

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

23.1 the detonation of an explosive

23.2 any weapon of war

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

24. NUCLEAR EXCLUSION

In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

24.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

24.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

24.3 any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

1/6/88

CL351 © Copyright The Institute of London Underwriters