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1/10/83

(FOR USE ONLY WITH THE NEW MARINE POLICY FORM)

South China Insurance Institute Voyage Clauses Hulls Total Loss, General Average, 3/4ths Collision Liability (including Salvage, Salvage Charges and Sue and Labour) 1/10/1983 CL286

This insurance is subject to English law and practice

100.09.23(100)華產企字第 618 號函備查

1	NAVIGATION	1
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.	2 3 4 5 6 7
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.	8 9 10 11 12 13
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.	14 15 16 17 18 19
2	CONTINUATION	20
	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.	21 22 23
3	BREACH OF WARRANTY	24
	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.	25 26 27
4	TERMINATION	28
	This Clause 4 shall prevail notwithstanding any provision whether written typed or printed in this insurance inconsistent therewith.	29
	Unless the Underwriters agree to the contrary in writing, this insurance shall terminate automatically at the time of	30
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,	31 32 33 34 35 36 37 38
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.	39 40 41 42 43 44 45
	A pro rata daily net return of premium shall be made.	46
5	ASSIGNMENT	47
	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.	48 49 50 51
6	PERILS	52
6.1	This insurance covers total loss (actual or constructive) of the subject-matter insured caused by	53
6.1.1	perils of the seas rivers lakes or other navigable waters	54
6.1.2	fire, explosion	55
6.1.3	violent theft by persons from outside the Vessel	56
6.1.4	jettison	57
6.1.5	piracy	58
6.1.6	breakdown of or accident to nuclear installations or reactors	59
6.1.7	contact with aircraft or similar objects, or objects falling therefrom, land conveyance, dock or harbour equipment or installation	60 61
6.1.8	earthquake volcanic eruption or lightning.	62
6.2	This insurance covers total loss (actual or constructive) of the subject-matter insured caused by	63
6.2.1	accidents in loading discharging or shifting cargo or fuel	64
6.2.2	bursting of boilers breakage of shafts or any latent defect in the machinery or hull	65
6.2.3	negligence of Master Officers Crew or Pilots	66
6.2.4	negligence of repairers or charterers provided such repairers or charterers are not an Assured hereunder	67 68
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.	69 70 71
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.	72 73

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7	POLLUTION HAZARD	74
	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.	75 76 77 78 79 80
8	3/4THS COLLISION LIABILITY	81
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	82 83 84
8.1.1	loss of or damage to any other vessel or property on any other vessel	85
8.1.2	delay to or loss of use of any such other vessel or property thereon	86
8.1.3	general average of, salvage of, or salvage under contract of, any such other vessel or property thereon,	87 88
	where such payment by the Assured is in consequence of the Vessel hereby insured coming into collision with any other vessel.	89 90
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:	91 92
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 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.	93 94 95 96 97
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.	98 99
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.	100 101 102
	EXCLUSIONS	103
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	104 105
8.4.1	removal or disposal of obstructions, wrecks, cargoes or any other thing whatsoever	106
8.4.2	any real or personal property or thing whatsoever except other vessels or property on other vessels	107
8.4.3	the cargo or other property on, or the engagements of, the insured Vessel	108
8.4.4	loss of life, personal injury or illness	109
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).	110 111
9	SISTERSHIP	112
	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.	113 114 115 116 117
10	NOTICE OF CLAIM	118
	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.	119 120 121
11	GENERAL AVERAGE AND SALVAGE	122
11.1	This insurance covers the Vessel's proportion of salvage, salvage charges and/or general average, reduced in respect of any under-insurance.	123 124
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.	125 126
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.	127 128 129
11.4	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.	130 131 132 133 134 135
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.	136 137
12	DEDUCTIBLE	138
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.	139 140 141
	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.	142 143
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.	144 145 146
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.	147 148 149 150

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13	DUTY OF ASSURED (SUE AND LABOUR)	151
13.1	In case of any loss or misfortune it is the duty of the Assured and their servants and agents to take such measures as may be reasonable for the purpose of averting or minimising a loss which would be recoverable under this insurance.	152 153 154
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 defence or attack costs are not recoverable under this Clause 13.	155 156 157 158
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.	159 160 161
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.	162 163 164 165 166 167 168
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.	169 170 171 172 173 174 175
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.	176 177 178
14	NEW FOR OLD	179
	General average payable without deduction new for old.	180
15	AGENCY COMMISSION	181
	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.	182 183 184 185
16	CONSTRUCTIVE TOTAL LOSS	186
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.	187 188 189
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.	190 191 192 193
17	FREIGHT WAIVER	194
	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.	195 196
18	DISBURSEMENTS WARRANTY	197
18.1	Additional insurances as follows are permitted:	198
18.1.1	<i>Disbursements, Managers' Commissions, Profits or Excess or Increased Value of Hull and Machinery.</i> A sum not exceeding 25% of the value stated herein.	199 200
18.1.2	<i>Freight, Chartered Freight or Anticipated Freight, insured for time.</i> A sum not exceeding 25% of the value as stated herein less any sum insured, however described, under 18.1.1.	201 202
18.1.3	<i>Freight or Hire, under contracts for voyage.</i> 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.	203 204 205 206 207 208 209 210
18.1.4	<i>Anticipated Freight if the Vessel sails in ballast and not under Charter.</i> 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.	211 212 213 214
18.1.5	<i>Time Charter Hire or Charter Hire for Series of Voyages.</i> 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.	215 216 217 218 219 220 221
18.1.6	<i>Premiums.</i> 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.	222 223 224 225
18.1.7	<i>Returns of Premium.</i> 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.	226 227 228
18.1.8	<i>Insurance irrespective of amount against:</i> Any risks excluded by Clauses 20, 21, 22 and 23 below.	229 230
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 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.	231 232 233 234 235 236

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19 RETURNS FOR LAY-UP AND CANCELLATION	237
19.1 To return as follows:	238
19.1.1 Pro rata monthly net for each uncommenced month if this insurance be cancelled by agreement.	239
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)	240
(a).....per cent net not under repair	241
(b).....per cent net under repair.	242
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.	243
19.2 PROVIDED ALWAYS THAT	244
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	245
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	246
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	247
19.2.4 in the event of any amendment of the annual rate, the above rates of return shall be adjusted accordingly	248
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.	249
The following clauses shall be paramount and shall override anything contained in this insurance inconsistent therewith.	250
20 WAR EXCLUSION	251
In no case shall this insurance cover loss damage liability or expense caused by	252
20.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power	253
20.2 capture seizure arrest restraint or detainment (barratry and piracy excepted), and the consequences thereof or any attempt thereat	254
20.3 derelict mines torpedoes bombs or other derelict weapons of war.	255
21 STRIKES EXCLUSION	256
In no case shall this insurance cover loss damage liability or expense caused by	257
21.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions	258
21.2 any terrorist or any person acting from a political motive.	259
22 MALICIOUS ACTS EXCLUSION	260
In no case shall this insurance cover loss damage liability or expense arising from	261
22.1 the detonation of an explosive	262
22.2 any weapon of war	263
and caused by any person acting maliciously or from a political motive.	264
23 NUCLEAR EXCLUSION	265
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.	266
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