

※要保人可透過本公司免費服務電話(0800-010850)、網站(<http://www.south-china.com.tw>)或總公司、分公司及通訊處查閱公開資訊文件。  
※本商品經本公司合格簽署人員檢視其內容業已符合保險精算原則及保險法令，惟為確保權益，基於保險業與消費者衡平對等原則，消費者仍應詳加閱讀保險單條款與相關文件，審慎選擇保險商品。本商品如有虛偽不實或違法情事，應由本公司及負責人依法負責。  
※詳細承保內容以保單條款為準。 ※本商品受保險安定基金之保障。

## South China Insurance Towage Clauses–Hull

100.09.23(100)華產企字第718號函備查

### 1. (a) TOWAGE LIABILITIES CLAUSE:

It is further agreed that if the Assured shall become liable to pay and shall pay any sum or sums in respect of any responsibility, liability, claim, demand, damages and/or expenses, or shall incur any other loss, arising from, occasioned by or by virtue of a towage contract for loss and/or damage sustained by the tug or tugs and/or any other vessel or vessels and/or property including any vessel or vessels and/or property belonging to third parties, the Underwrites will pay the Assured such proportion of such sum or sums so paid, or which may be required to indemnify the Assured for such loss, as their respective subscriptions bear to their insured value of the Vessel hereby insured; provided always that the liability under this clause, in respect of any one accident or series of accidents arising out of the same event, shall be limited to the sum hereby insured in respect of the aforesaid vessel, but when the liability of the Assured has been contested or proceedings taken to limit liability, ... with the consent in -writing of Underwriters, the Underwriters will also pay a like proportion of the costs which the Assured thereby incur or be compelled to pay.

### (b) DEMURRAGE EXCLUSION CLAUSE:

It is agreed by the Underwriters that the Assured's liability for such loss and/or damage, as aforesaid, shall include costs and/or expenses appertaining thereto, but excluding demurrage of the towing tug or tugs. It is, however, agreed by the Underwriters that the aforesaid exclusion shall not apply in the event of

- (i) collision and/or contact, or
- (ii) contact with, or accident on board the towed vessel

Resulting in damage to the towing tug or tugs which necessitates repairs to enable the tug or tugs to continue or to start the voyage but only until such repairs are completed.

### 2. PORT OF REFUGE CLAUSE:

It is further agreed that:

- (A) if the Assured shall become liable to pay and shall pay any sum or sums, arising

※要保人可透過本公司免費服務電話(0800-010850)、網站(<http://www.south-china.com.tw>)或總公司、分公司及通訊處查閱公開資訊文件。  
※本商品經本公司合格簽署人員檢視其內容業已符合保險精算原則及保險法令，惟為確保權益，基於保險業與消費者衡平對等原則，消費者仍應詳加閱讀保險單條款與相關文件，審慎選擇保險商品。本商品如有虛偽不實或違法情事，應由本公司及負責人依法負責。  
※詳細承保內容以保單條款為準。 ※本商品受保險安定基金之保障。

from, occasioned by or by virtue of a towage contract in respect of additional compensation in respect of Port of Refuge and/or Deviation expenses, and/or

(B) should the towed vessel or object hereby insured be taken into a port or placed of refuge or be returned to the port or place of departure to be repaired or to be made seaworthy and the tug or tugs shall incur any of the undermentioned expenses:

- (i) the wages and maintenance of the master, officers and crew and the fuel and the store consumed, during the prolongation of the voyage, so occasioned, and
- (ii) the expenses of entering and leaving such port or place in circumstances as referred to above, and
- (iii) the wages and maintenance of the master, officers and crew and the fuel and stores consumed, while at such port or place, until the necessary repairs or measures for the safety of the towed vessel or object is completed, and/or

(C) if the Assured shall become liable to pay and shall pay any sum or sums (not exceeding the sum or sums mentioned in the Port of Refuge Clause in the Towage Contract) in the event that the vessel hereby insured is not allowed to sail from the port or place of departure as a result of a peril insured against occurring during the currency of this Policy and in consequence of which the surveyor mentioned in the Approval Warranty does not give his permission for the Vessel or object to leave the port or place of departure,

the Underwriters will pay the Assured such proportion of such sum or sums so paid and/or such expenses so incurred as their respective subscriptions bear to the insured value of the vessel insured, provided always that the liability under this clause, in respect of any one accident or series of accidents arising out of the same event, shall be limited to the sum hereby insured in respect of the aforesaid vessel, but when the liability of the Assured has been contested or proceedings taken to limit liability, with the consent in writing of Underwriters, the Underwriters will also pay a like proportion of the costs which the Assured shall thereby incur or be compelled to pay.

Excluding, however, any claim for expenses under paragraph (B), as above, arising from

※要保人可透過本公司免費服務電話(0800-010850)、網站(<http://www.south-china.com.tw>)或總公司、分公司及通訊處查閱公開資訊文件。  
※本商品經本公司合格簽署人員檢視其內容業已符合保險精算原則及保險法令，惟為確保權益，基於保險業與消費者衡平對等原則，消費者仍應詳加閱讀保險單條款與相關文件，審慎選擇保險商品。本商品如有虛偽不實或違法情事，應由本公司及負責人依法負責。  
※詳細承保內容以保單條款為準。 ※本商品受保險安定基金之保障。

Should any loss, damage, compensation or expense, as mentioned above, be caused or relate to or arise in connection with another vessel or tug or property belonging wholly or in part to the same owners, or under the same management or in the same care custody or control, the Assured shall have the same rights under this Policy as they would have should such other vessel, tug or property be owned by third parties, but in such cases the liability for such loss, damage, compensation or expense shall be referred to a sole arbitrator to be agreed upon between the Underwriters and the Assured.

#### 4. COLLISION EXTENSION CLAUSE:

It is agreed by the Underwriters that the Collision (Running Down) Clause, the Sistership Clause or clauses, if any, contained in this Policy are extended to cover any claim or claims of a like kind for which the Assured, or any of them, is liable under the terms of any contract or agreement whatsoever.

#### 5. WAR ETC. RISKS

All the provisions of these Towage Clauses, including Clauses 1,2 and 3 hereof, are subject to the same Free of Capture and Seizure Clause or War Exclusion Clause and/or Strikes etc., Risks Exclusion Clause, or, as the case may be, the same War Inclusion Clause and/or Strikes etc., Risks Inclusion Clauses, as are otherwise contained in this Policy.

#### 6. CAPTIONS AND HEADINGS:

All captions and headings in these Clauses are inserted only for purposes of reference and shall not be used to interpret the clauses to which they apply.