

公司名稱
商品代碼
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申報頻率

泰安產物保險股份有限公司
2013072810765
泰安產物船舶保險附加條款-OWNERS SPECIAL CLAUSES
事實發生或內容異動之日起三十日內更新

承保範圍

1. This clause overrides the ITC deductible clause 'No deductible to be applied: -
 - i) To claims for sighting the vessel' s bottom after stranding in terms of Hull Clauses.
 - ii) In General Average Claims
 - iii) In Salvage and Salvage Charges
 - iv) In Sue and Labour Claims
2. Where vessel' s charter provides that subrogation rights against charterers be waived leading underwriters to be informed and policy to waive such subrogation rights
3. It is agreed that this insurance is not prejudiced for the period when Automatic Radar Plotting Aid is out of order but arrangement for repairs or replacement is being made whilst vessel is in port or at sea.
4. This insurance is not prejudiced by the carriage of Radio isotopes subject to carriage in accordance with IMO rules.
5. Owners have the option to claim General Average Sacrifices of interest other than the vessel or General Average expenditure up to the amount of USD250,000 without recourse to cargo and/or Time Charterers and/or any other contributing interests. Adjusters charges not deemed to be part of USD250,000 referred to above. Claims under this clause shall be payable without application of the deductible. Policy to pay General Average up to USD250,000 referred to above notwithstanding vessel subsequently becoming total loss prior to completion of voyage.
6. General Average Claim shall be deemed to include extraordinary sacrifice or expenditure prudently made or incurred although not strictly necessary for the common safety
7. In interpretation of two consecutive ports as concerns heavy weather and ice damages, calls at ports solely for bunkering or for refuge or canal transits not to be construed as ports within the meaning of the clause in question. Vessel' s staying in port counts as an integral part of the preceding single sea passage and no separate deductible for damage(s) which may be sustained during the vessel' s stay in port
8. It is agreed that where repairers/technicians are employed effecting repairs during a vessel' s voyage, the relative insurance covering the vessel shall not be prejudiced by failure to obtain from repairers a hold harmless agreement or alternatively that the ship-owners are required to provide a hold harmless agreement.
9. For claims purposes, the cost of repairs effected by riding squads, Air Freight on equipment/spare parts, the cost of temporary repairs and excess cost of overtime on repairs, the cost of dry-docking with cargo on board, and additional expenses incurred to enable the vessel to continue trading pending supply of necessary replacement parts/equipment, and the cost of discharging, storing and reloading cargo necessary for damage repairs, which are not allowable in general average shall be deemed as form part of the reasonable cost of repairs to the extent that such items would have been incurred by a prudent uninsured owner.

10. Underwriters' liability in respect of unrepaired damage will be the estimated cost of repairs at the first reasonable opportunity including estimated dry-dock dues and services, tank cleaning, superintendence, Classification Surveyors' charges and removal etc., if necessary as if all outstanding repairs effected simultaneously.

11. Any increases in cost of repairs by deferment deemed to be part of the reasonable cost of repairs providing the repairs are carried out by next special survey.

12. For the purposes of claims in General Average, Salvage and Salvage Charges, and under the Sue and Labour Clause, all vessels are deemed to be insured for their actual sound market values.

13. The cost of scraping and/or grit and/or sand blasting and/or other surface preparation work and all costs of bottom painting incurred in consequence of a peril insured against shall be included in the claims irrespective of whether routine bottom painting/dry-docking is effected concurrently.

14. One deductible to be applied to all damages sustained as a result of each of the following categories:

a) groundings and touching bottom

b) contacting with foreign objects including lock walls and/or ice.

at any port, through any river, inland waterway or lock system during one voyage inward and outward and during berthing/unberthing operation.

15. One deductible to be applied to all ice and/or weather damage sustained during the whole period while the vessel is outside Institute

16. One deductible to be applied to all damage(s) during loading(s) or discharging(s) at one loading or discharging port/place.

17. All damage sustained by contacts with lightening vessels whilst employed in loading (or discharging) cargo at any one port shall be subject to one deductible. In the event that the vessel is employed at a port as a lightening vessel, all damage sustained by contacts with any one mother vessel whilst employed in loading (or discharging) cargo from the mother vessel shall also be subject to one deductible.

18. Underwriters' Surveyor and divers fees to be paid by Underwriters irrespective of whether or not claims exceed deductible.

19. Expenses prudently incurred to recover from third parties claims payable under this insurance to be reimbursed by Underwriters.

20. HELICOPTER CLAUSE

The practice of using helicopters for the transfer of pilots, stores and the like will not prejudice this insurance.

21. AFFILIATED COMPANIES CLAUSE

In respect of the vessel insured, this policy also covers the Assured and affiliated companies of the Assured be they owners, subsidiaries or inter-related companies and as bareboat charterers and/or charterers and/or sub-charterers and/or operators and/or in whatever capacity, and shall so continue to cover notwithstanding the provisions of this policy with respect to change of ownership or management, but the terms 'Assured' in the ITC Additional Peril Clause shall not include such charterers except bareboat charterers. Provided however, that in the event of any claim being made by any affiliated, subsidiary or inter-related company under this clause it shall not be entitled to recover in respect of any liability to which it would not be subject if it were the owner of the vessel, nor to a greater extent than an owner would be entitled in such event to recover. These insurers waive any right of subrogation against any subsidiary, affiliated or inter-related company of the Assured, except to the extent that any such company is insured against the liability asserted. However, should the vessel be sold to or transferred to or chartered on a bareboat basis to others than the Assured or the affiliated companies of the Assured, or be requisitioned on a bareboat basis, the provisions of this policy with respect to change of ownership or management shall govern.

22. VALUATION

The words 'apparel, passenger fittings, equipment, stores, boats and other furniture as used in this policy are intended to include bar stores, equipment for passengers amusements, saloon and passenger cabin fittings, equipment, furnishings and decorations, as well as spare bunkers and all other stores and supplies, including stocks in ships, provided the same are owned by the

23. LEASED EQUIPMENT CLAUSE

This insurance is extended to cover equipment and apparatus, not owned by the Assured but installed for use on the insured vessel and for which the Assured has assumed liability, whether such equipment or apparatus be in the nature of aids to navigation or communication or otherwise but in no event shall the liability of their Underwriters exceed the contractual liability of the Assured for such equipment or apparatus or liability to which Underwriters would be subject if the property were fully owned by the Assured, whichever shall be the least. All such equipment or apparatus installed on the vessel but not owned by the Assured shall be included in the agreed valuation of the vessel. Radio apparatus and equipment and other apparatus or equipment used for the purpose of communication or as aids to navigation or safety devices, tank cleaning equipment, also equipment consisting of projection machines, sounding apparatus and motion picture film shall be covered by this policy and included within the agreed valuation of the vessel, even when not owned by the assured, provided the Assured has assumed liability therefore; but the liability of Underwriters (either as to amount or as to the risks covered) shall not exceed the Assured's liability or liability to which Underwriters would be subject, if the property were fully owned by the Assured, whichever shall be the least. Excluding claims for loss of or damage to underwriter equipment whilst in use overboard. Subject to all other terms, and conditions of this policy.

24. Parts of an insured vessel and/or her fittings which fittings which are temporarily located outside of the vessel are insured hereunder, irrespective of where they are located, under repair or otherwise, and including during transportation.