

公司名稱	泰安產物保險股份有限公司
商品代碼	2017120110715
商品名稱	泰安產物船舶保險附加條款-Mortgagees Additional Perils (Pollution) Insuring Conditions(Amended1. 2. 05)
申報頻率	事實發生或內容異動之日起三十日內更新
承保範圍	<p>1. INSURING CLAUSE</p> <p>1.1 Whereas the Insured has entered into Legal Agreements, commensurate with which the Insured holds "inter alia" a mortgage on the Mortgaged Vessel(s) and has requested endorsements of its interests on the Owners' Policies and Club Entries as collateral security.</p> <p>1.2 Now this Policy will indemnify the Insured in accordance with Clause 1.3 below against an Insured Peril directly resulting from an Event during the currency of this policy which results in Legal Liabilities of the Owner for amounts in excess of the Limits of Liability under the Owners' Policies and Club Entries as referred to herein.</p> <p>1.3 The indemnity payable hereunder shall be the amount of the Insured's Loss, not exceeding the Insured's outstanding indebtedness (including interest and costs) or interest on the Responsible Vessel and not exceeding the sum insured for the Responsible Vessel. The indemnity shall be payable from the date that both Proof of Claim and the amount of the Net Loss are established.</p> <p>1.4 All the above is subject to the Definitions, Exclusions, Conditions and Warranties below.</p> <p>2. DEFINITIONS</p> <p>2.1. Insured Perils - Means:</p> <p>2.2.1. Expropriation or confiscation of the Responsible Vessel, or</p> <p>2.2.2. Sequestration of all the sale proceeds of the Responsible Vessel following judicial sale, or</p> <p>2.2.3. The recognition of a lien, or encumbrance of any kind, on the Responsible Vessel as having priority to the mortgage, or</p> <p>2.2.4. Expropriation or sequestration of claim settlements for loss or damage under the Owners' Policies & Club Entries in respect of the Responsible Vessel and or the imposition of a "Mareva" injunction, or other equivalent legal restraint, on such claim settlements otherwise payable to the Insured by a competent court or by a recognised authority under or by operation of any Law, statute, government order or decree.</p> <p>2.2. Event - Means:</p> <p>Discharge of oil and/or threat of discharge of oil or oil based pollutant, or any other substance from or caused by a Responsible Vessel which causes an Insured Peril liability for which is covered by Owners' Policies and Club Entries.</p> <p>2.3. Owners' Policies and Club Entries - Means:</p>

Hull and Machinery policies on terms equivalent to or wider or more restrictive than or Institute Time Clauses Hull and/or American Institute Hull Clauses and/or Norwegian or German Conditions and/or Italian "Comogli" Conditions and where applicable Increased Value Policies equivalent to or wider or more restrictive than Institute Time Clauses — Hulls Disbursements and Increased Value (Total Loss Only including Excess Liabilities) or American Institute Increased Value and Excess Liabilities Clauses, or Norwegian Hull Interest Clauses or German Increased Value Clauses or Italian "Comogli" Conditions also War Risks policies equivalent to, or wider or more restrictive than Institute War and Strikes Clauses Hulls — Time or American, Norwegian, German or Italian Conditions and full Protection and Indemnity Insurance including cover for liability for damages, clean-up costs, expenses and penalties arising from an Event wherever the Mortgaged vessel may be situated.

2.4. Legal Liabilities of the Owner - Means:

The liability of the owners, charterers, managers, and operators of the Responsible Vessel or their servants or agents for oil pollution damages and cleanup costs, including fines and penalties covered by the Owners' Policies and Club Entries.

2.5. Proof of Claim - Means:

Demonstration by the Insured that the amount of the Legal Liabilities of the Owner exceeds the limits of liability insured for pollution under Owners' Policies and Club Entries as noted in Clause 6.1.1. herein, irrespective of amounts actually paid or not paid.

Proof of Claim may be established by either one of the following methods at the option of the Insured (subject to the discretion of Underwriters in 2) below): 1) final court judgement (or final trial-level court judgement which in the opinion of a firm of lawyers as agreed by the Insured and Underwriters hereon is not commercially appealable, such lawyers' fees to be borne by the Insured) in a court of competent jurisdiction of the responsibility for and amount of Legal Liabilities of the Owner as well as the ranking of relevant maritime liens on the Responsible Vessel vis a vis the mortgage, or 2) at such earlier date as agreed by Underwriters hereto on the evidence presented by the Insured, or 3) 365 days after an Event as defined in Clause 2.2 herein during which the vessel remains in the grip of an Insured Peril.

2.6. Net Loss - Means at the option of the Insured either:

1) The Insured's loss under the Loan Agreement to the extent secured by mortgage on the Responsible Vessel net of any amounts recovered under all security arrangements contained in or collateral to the loan including but not limited to any floating and fixed liens, security interests, guarantees, insurance policies and pledges (but shall not include mortgages on and any securities related to other cross-collateralized vessels).

The amount of the Insured's Net Loss may be established by an opinion from a firm of lawyers as agreed by the Insured and Underwriters hereon detailing the security arrangements, the amounts realised and realisable from such security and why any such security is not realisable and/or why the estimated cost of attempting to realise any such security is such as to render realisation uneconomic. Any lawyer's fees shall be borne by the Insured, or,

2) The Insured's outstanding indebtedness (including interest and costs) or interest on the Responsible Vessel.

3) But not exceeding the Sum Insured for the responsible vessel. (applicable to paragraphs 1) and 2))

2.7. In the case that the indebtedness is secured also on vessels other than the Responsible vessel.

Notwithstanding any provision of this Clause 2.6 it is hereby noted and agreed that the loan agreement and mortgage on each vessel insured (or not insured) hereon shall be held to stand alone and not cross-collateralized for the determination of Net Loss. This insurance is to indemnify the Insured up to the outstanding indebtedness (including interest and costs), and for the avoidance of doubt recovery in respect of a Responsible vessel shall not exceed the Insured Value of that vessel.

2.8. Mortgaged Vessel - Means:

Each vessel mortgaged to the Insured which is insured hereunder.

2.9. Responsible Vessel - Means:

A Vessel which causes and/or is found responsible for an Event.

3. EXCLUSIONS

In no case shall this policy cover:

3.1. loss damage liability or expense arising directly or indirectly from:

3.1.1. any of the Owners, Policies and Club Entries having been lawfully terminated by the Underwriters thereof,

3.1.2. insolvency or financial default of any of the Underwriters of the Owners' Policies and Club Entries,

3.1.3. inability of any party to transmit funds, other than an insured herein as defined in Clause 2.1

3.1.4. any fluctuation in exchange rates,

3.2. loss, damage, liability or expense covered, or which, but for amount, would be covered by the Institute Mortgagees Interest Clauses Hulls Cl. 337 (30.5.86).

3.3. any liability of the Insured including but not limited to any liability for cleanup costs, penalties, damages or expenses.

4. INSTITUTE NOTICE OF CANCELLATION. AUTOMATIC TERMINATION OF COVER AND WAR AND NUCLEAR EXCLUSIONS CLAUSE - HULLS. ETC. (CL. 359) 1/1/95

Paragraph 3.2 to 3.2.3 inclusive of Cl. 359 is deemed replaced by Cl. 370.

Unless specific notice is given for this policy it is agreed cover is automatically reinstated at termination of the notice period when general Notice on War Risks is given.

5. INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE (CL: 370) 10/11/03.

6. CONDITIONS PRECEDENT

6.1. The Insured shall have requested, in respect of each mortgaged vessel, that:

6.1.1. Owners' Policies and Club Entries have been taken out and shall be maintained throughout the currency of this policy for an insured value and limit of liability not less than the amount insured hereunder or the amount of the loan declared; and in respect of insurance covering liability for damages, clean-up costs, expenses and penalties arising from an Event that such insurance has been taken out and shall be maintained for all waters in which the Mortgaged Vessel trades in an amount not less than an amount as declared each declaration and in respect of "War" Perils to the applicable sub limit as is customarily available under the Owner's Policies and/or extensions to Club

6.1.2. Each of the Owners' Policies and Club Entries is endorsed to the extent of the Insured's interest,

6.1.3. The Insured has procured and registered a valid mortgage.

7. CHANGE OF OWNERSHIP OR CONTROL

This policy will terminate automatically at the time of any change of ownership, management or control of a Mortgaged Vessel of which the Insured has knowledge or privity, unless the Insured gives prompt notice of such change in writing to the Leading Underwriters hereon and agrees to pay an additional premium, if required. However this insurance shall continue after the change of Ownership if the Insured is still the mortgagee of the vessel.

8. NOTICE OF A CLAIM

It is a condition of this policy that the Insured shall report in writing to the Leading Underwriters hereon any circumstances which, in the reasonable expectation of the Insured, will give rise to a claim under this policy within 30 days of the Insured's knowledge of such circumstances and shall thereafter keep the Leading Underwriters fully informed of all developments.

9. DUE DILIGENCE

Following notification of a claim hereunder the Insured shall do and concur in doing all things reasonably agreed between the Insured and Underwriters. However, Underwriters will not have the right to take action, or to force the bank to take an action which they would not have taken if uninsured to minimise any claim hereunder.

10. PAYMENT OF CLAIMS

It is hereby expressly agreed that payment of a claim by the Underwriters under the instructions of the Insured discharges the Underwriters from all liability with respect to such claim whether or not the claims proceeds are received by the Insured or are subsequently confiscated from the Insured. Provided that the Underwriters have made payment in accordance with the Instructions received from the Insured or the broker acting on the Insured's

11. SUBROGATION

Underwriters shall retain their rights of subrogation in respect of any claim paid hereunder, but such subrogation rights shall be subordinated and deferred to the termination of the period of the Loan Agreement. These rights shall be limited to the Insured's rights and remedies only on the Responsible Vessel in respect of which a payment of a claim is made hereunder and exclude any corporate or personal guarantees on the overall loan.

12. OTHER INSURANCES

12.1. This policy does not cover any loss or damage, which at the time of the happening of such loss or damage is insured by any other existing policy.

12.2. The aggregate of all claims payable under all policies of, or on terms similar to, Mortgagees Additional Perils (Pollution) and Passive Investors Insurance in respect of a Responsible Vessel shall not exceed the insured total loss value on the Responsible Vessel under Owners' Policies and Club. In the event that the aforementioned aggregate would, but for this clause, exceed the total loss only value, then the indemnity under all policies of Mortgagees Additional Perils (Pollution) shall be paid in order of priority of the mortgages with the balance (if any) paid under the Passive Investors Insurance that may have been taken out by other Insureds.

For the purpose of this clause, Passive Investors insurance shall mean any insurance covering an investor in a vessel owning entity against loss of its interest as a result of an Event.

13. EFFECT OF UNDER INSURANCE

The indemnity payable hereunder shall not be prejudiced if the loan amounts are not fully insured at the time of an Event.

14. EXTENSION OF COVER

In the event of new laws or amendments to existing laws (other than the Oil Pollution Act of 1990 and or similar state laws) or in the event of new indemnity limitations imposed by the international Group of Protection and Indemnity Associations in addition to that for oil pollution coverage will be extended hereunder only if prior to enactment, amendment or attachment respectively any such extension is agreed by Underwriters hereon and subject to adjustments of premium, terms, warranties and conditions as may be agreed.

15. GOVERNING LAW AND JURISDICTION

The construction, validity and performance of this policy and all matters arising therefrom shall be governed by the laws of England and shall be subject to the exclusive jurisdiction of the English Courts.

16. PARAMOUNT CLAUSES

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

16.1. None of the owners, charterers, managers, operators, any parent or subsidiary corporation or affiliate of any thereof or directors and officers of any thereof or any other party other than the Insured shall have any property or other interest whatsoever in this policy or any proceeds or claims payments hereunder.

16.2. This policy does not constitute evidence of financial responsibility under the Oil Pollution Act of 1990 or any similar Federal or State Law and it is a condition of this policy that it shall not be submitted to the United States Coast Guard or any other Federal or State agency as evidence of financial responsibility. The Underwriters do not consent to be guarantors.

不保事項

同主保險契約