

海商法中英文對照

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第一章 通則

Chapter I : General Provisions

第 1 條

本法稱船舶者，謂在海上航行，或在與海相通水面或水中航行之船舶。

Article 1

The term “ship” referred to in this Code shall denote any ship that navigate on the sea, or navigate on the surfaces of or in the waters accessible to the sea.

第 2 條

本法稱船長者，謂受船舶所有人僱用主管船舶一切事務之人員；稱海員者，謂受船舶所有人僱用由船長指揮服務於船舶上所有人員。

Article 2

The term “shipmaster” referred to in this Code shall denote a person employed by the Shipowner to take charge of all matters of the ship, whereas “Seafarer” means all persons employed by the Shipowner to provide services on a ship under direction of the shipmaster of the ship.

第 3 條

下列船舶除因碰撞外，不適用本法之規定：

- 一、船舶法所稱之小船。
- 二、軍事建制之艦艇。
- 三、專用於公務之船舶。
- 四、第一條規定以外之其他船舶。

Article 3

The ships listed as below are not applicable to this Code, save for those involved in a matter of collision:

1. Small ships, as termed under the Law of Ships.
2. Ships that are intended for Military Naval use.
3. Ships that are only for government official use.
4. Any other Ships not falling the stipulation of Article 1 of this Code.

第 4 條

船舶保全程序之強制執行，於船舶發航準備完成時起，以迄航行至次一停泊港時止，不得為之。但為使航行可能所生之債務，或因船舶碰撞所生之損害，不在此限。
國境內航行船舶之保全程序，得以揭示方法為之。

Article 4

No exercise of precautionary proceedings can be levied on a ship during the period from the time the ship has completed preparations for commencing a voyage until arriving of her next calling. Provided that, this shall not apply in respect of such obligations as may have been incurred for the purpose of making preparations for commencing the voyage or arising out of a collision of ships .
Precautionary proceedings against a ship navigating within the territorial boundaries of the country may be made by way of a court order affixed board.

第 5 條

海商事件，依本法之規定者，本法無規定者，適用其他法律之規定。

Article 5

The maritime matters shall be subject to regulations of this Code; anything not regulated in this Code shall be subject to the provisions laid out in the other Laws.

第二章 船舶

Chapter II : The Ship

第一節 船舶所有權

Section I: Ownership Of The Ship

第 6 條

船舶除本法有特別規定外，適用民法關於動產之規定。

Article 6

The ships, unless otherwise specially provided in this Code, shall apply to the provisions laid out in the Civil Code relating to movable property.

第 7 條

除給養品外，凡於航行上或營業上必需之一切設備及屬具，皆視為船舶之一部。

Article 7

Save for the ship's supplies, all equipment and any other appurtenances necessary for navigation or operation are deemed to be part of the ship.

第 8 條

船舶所有權或應有部分之讓與，非作成書面並依下列之規定，不生效力：

一、在中華民國，應申請讓與地或船舶所在地航政主管機關蓋印證明。

二、在外國，應申請中華民國駐外使領館、代表處或其他外交部授權機構蓋印證明。

Article 8

No transfer of the ownership or a share of the ownership of the ship shall be valid unless done in writing and in conformity with the following conditions:

1. here the transfer makes in the Republic of China, Taiwan, shall apply to the local shipping administrative authority of the said transfer or the ship is situated for their certification and seal.

2. Where the transfer makes in a country other than the Republic of China, Taiwan, shall apply to the consular or representative office of the Republic of China, Taiwan, or any other institute empowered by the Ministry of Foreign Affairs located in that country for their certification and seal.

第 9 條

船舶所有權之移轉，非經登記，不得對抗第三人。

Article 9

No transfer of the ownership of a ship can be set up against a third person, unless such transfer has been registered.

第 10 條

船舶建造中，承攬人破產而破產管理人為完成建造者，船舶定造人，得將船舶及業經交付或預定之材料，照估價扣除已付定金給償收取之，並得自行出資在原處完成建造。但使用船廠應給與報償。

Article 10

In case the shipbuilding undertaker is declared bankrupt during the construction of the ship and the liquidator does not undertake to complete the construction of the ship, the proprietor of the ship may retake possession of the ship and all other materials delivered to or ordered for the construction by paying for the assessed value of the ship deducting all monies already paid by him, and may undertake to complete the construction of the ship, provided that he shall pay the costs for the use of the dockyard.

第 11 條

共有船舶之處分及其他與共有人共同利益有關之事項，應以共有人過半數並其應有部分之價值合計過半數之同意為之。

Article 11

The disposal of a co-owned ship and any other matters relating to the common interests of the co-owners can only be carried out with the consent of over half of the co-owners and the majority of votes based on the value of the interest of each co-owner.

第 12 條

船舶共有人有出賣其應有部分時，其他共有人，得以同一價格儘先承買。

因船舶共有權一部分之出賣，致該船舶喪失中華民國國籍時，應得共有人全體之同意。

Article 12

Where there is a co-owner intends to sell his shares, other co-owners may purchase such shares at the same price.

Where a ship would lose her R.O.C. Taiwan nationality by reason of the transfer of any shares of a co-owner, shall be made with the consent of all the co-owners.

第 13 條

船舶共有人，以其應有部分供

Article 13

Where there is a creation of mortgage over the shares of a co-owner

抵押時，應得其他共有人過半數之同意。

of ship, can only be carried out with the consent of over half of the co-owners.

第 14 條

船舶共有人，對於利用船舶所生之債務，就其應有部分，按比例分擔之責。

共有人對於發生債務之管理行為，曾經拒絕同意者，關於此項債務，得委棄其應有部分於他共有人而免其責任。

Article 14

The co-owners of ship are bound to perform any obligations which have arisen in connection with the use of the ship in proportion to the value of their interest

The co-owner, who has ever refused to consent on the decision in managing the ship which gives rise to the obligation, may abandon his shares to the other co-owners and be exempted from the said obligation.

第 15 條

船舶共有人為船長而被辭退或解任時，得退出共有關係，並請求返還其應有部分之資金。

前項資金數額，依當事人之協議定之，協議不成時，由法院裁判之。

第一項所規定退出共有關係之權，自被辭退之日起算，經一個月不行使而消滅。

Article 15

When a co-owner is also the shipmaster of the ship but has been discharged or relieved of his position as a shipmaster, he may withdraw from the co-owner relationship and claim a refund the price of his shares.

The sum of refund referred to in the preceding paragraph shall be mutually agreed by the co-owners or subject to the Court's determination in case no such agreement is reached.

The right to withdraw from the co-owner relationship as mentioned in the paragraph 1 shall be lapsed if not exercised after one month calculated from the date of discharge.

第 16 條

共有關係，不因共有人中一人之死亡、破產或受監護宣告而終止。

Article 16

The co-ownership in a ship shall not be relinquished by reason of by death, bankruptcy, commencement of guardianship or under assistance.

第 17 條

船舶共有人，應選任共有船舶經理人，經營其業務，共有船舶經理人之選任，應以共有人過半數，並其應有部分之價值合計過半數之同意為之。

Article 17

The co-owners of a ship shall be required to appoint a ship's husband for managing the business. The appointment of the ship's husband can only be carried out with the consent of over half of the co-owners and the majority of votes based on the value of the interest of each co-owner.

第 18 條

共有船舶經理人關於船舶之營運，在訴訟上或訴訟外代表共有人。

Article 18

The ship's husband shall have authority to do on behalf of the co-owners all judicial and extra-judicial acts relating to the use of the ship.

第 19 條

共有船舶經理人，非經共有人依第十一條規定之書面委任，不得出賣或抵押其船舶。

船舶共有人，對於共有船舶經理人權限所加之限制，不得對抗善意第三人。

Article 19

No mortgage or sale of the ship shall be effected by the co-owned ship's husband unless he has been authorized by co-owners in written in accordance with Article 11.

No restriction imposed by co-owners upon such delegated authority of a ship's husband can be set up against a bona fide third person.

第 20 條

共有船舶經理人，於每次航行完成後，應將其經過情形，報告於共有人，共有人亦得隨時檢查其營業情形，並查閱帳簿。

第 21 條

船舶所有人對下列事項所負之責任，以本次航行之船舶價值、運費及其他附屬費為限：

- 一、在船上、操作船舶或救助工作直接所致人身傷亡或財物毀損滅失之損害賠償。
- 二、船舶操作或救助工作所致權益侵害之損害賠償。但不包括因契約關係所生之損害賠償。
- 三、沈船或落海之打撈移除所生之債務。但不包括依契約之報酬或給付。
- 四、為避免或減輕前二款責任所負之債務。

前項所稱船舶所有人，包括船舶所有權人、船舶承租人、經理人及營運人。

第一項所稱本次航行，指船舶自一港至次一港之航程；所稱運費，不包括依法或依約不能收取之運費及票價；所稱附屬費，指船舶因受損害應得之賠償。但不包括保險金。

第一項責任限制數額如低於下列標準者，船舶所有人應補足之：

- 一、對財物損害之賠償，以船舶登記總噸，每一總噸為國際貨幣基金，特別提款權五四計算單位，計算其數額。
- 二、對人身傷亡之賠償，以船舶登記總噸，每一總噸特別提款權一六二計算單位計算其數額。
- 三、前二款同時發生者，以船舶登記總噸，每一總噸特別提款權一六二計算單位計算其數額。但人身傷亡應優先以船舶

Article 20

At the end of each voyage the ship's husband shall without delay render an account relating to the voyage and submit it to each co-owner, and the co-owners may inspect from time to time all records logs and books relating to the management, business and accounts of the ship.

Article 21

The liability of the shipowner is limited to an amount equal to the value of the ship, the freight and other accessories of the particular voyage in respect of the following:

1. claims in respect of the loss of life, personal injury or loss of or damage to property, occurring on board or with the operation of the ship or salvage operations directly resulting therefrom.
2. claims in respect of losses resulting from infringement of interests or rights occurring during the operation of the ship or salvage operations; but the damages resulted from any contractual relationship shall be excluded.
3. claims in respect of the removal or destruction of a sunk ship or property lost overboard; but however that any reward or payment made under a contractual obligation shall be excluded.
4. claims for the obligations incurred for taking any measures to avert or minimize the liabilities set out in the preceding 2 sub-paragraphs.

The term "Shipowner" referred to in the preceding paragraph 1 shall mean the registered owner, charterer, manager and operator of the ship.

The term "this particular voyage" referred to in the preceding paragraph 1 shall mean the voyage covered by the ship from one port to the next port; the term "freight" shall not include such freight or ticket fares not collectible under the relevant laws or regulation or contract; the term "other accessories" shall refer to compensation made to the loss or damage to ships, but not including payments on insurance policies.

If the sum of limitation of liability under the preceding paragraph 1 is less than the following, the shipowner shall be liable for the deficit:

1. where the occurrence has given rise to property claims, an aggregate amount of 54 Special Drawing Rights(SDR) as defined by the International Monetary Fund for each ton of the ship's registered gross tonnage(GRT).
2. where the occurrence has given rise to loss of life or personal injury claims, an aggregate amount of 162 SDR for each GRT.
3. Where the occurrence has given rise both claims in the preceding two paragraphs, an aggregate amount of 162 SDR for each GRT, of which a first portion amounting to 108 SDR for each GRT shall be exclusively appropriated to the payment of personal claims in

登記總噸，每一總噸特別提款權一〇八計算單位計算之數額內賠償，如此數額不足以全部清償時，其不足額再與財物之毀損滅失，共同在現存之責任限制數額內比例分配之。

四、船舶登記總噸不足三百噸者，以三百噸計算。

第 22 條

前條責任限制之規定，於下列情形不適用之：

- 一、本於船舶所有人本人之故意或過失所生之債務。
- 二、本於船長、海員及其他服務船舶之人員之僱用契約所生之債務。
- 三、救助報酬及共同海損分擔額。
- 四、船舶運送毒性化學物質或油污所生損害之賠償。
- 五、船舶運送核子物質或廢料發生核子事故所生損害之賠償。
- 六、核能動力船舶所生核子損害之賠償。

第 23 條

船舶所有人，如依第二十一條之規定限制其責任者，對於本次航行之船舶價值應證明之。船舶價值之估計，以下列時期之船舶狀態為準：

- 一、因碰撞或其他事變所生共同海損之債權，及事變後以迄於第一到達港時所生之一切債權，其估價依船舶於到達第一港時之狀態。
- 二、關於船舶在停泊港內發生事變所生之債權，其估價依船舶在停泊港內事變發生後之狀態。
- 三、關於貨載之債權或本於載貨證券而生之債權，除前二款情形外，其估價依船舶於到達貨物之目的港時，或航行中斷地之狀態，如貨載應送達於數個不同之港埠，而損害係因同一原因而生者，其估價依船舶

respect of loss of life or personal injury, and of which a second portion amounting to 54 SDR for each GRT shall be appropriated to the payment of property claims: Provided however that in cases where the first portion is insufficient to pay the personal claims in full, the unpaid balance of such claims shall rank rateably with the property claims for payment against the second portion of the fund.

4. The GRT of a ship of less than 300 tons shall be deemed to be 300 tons.

Article 22

The limitation of liability set forth in the forgoing Article does not apply to:

1. obligations arising out of an intentional act or negligence of the shipowner.
2. obligations arising from the contract of employment with the shipmaster, seafarers or any other personal serving on board the ship.
3. reward for salvage or contribution in general average.
4. damages arising out of carrying toxic chemical substances or oil pollution.
5. damages arising out of nuclear incidents caused by nuclear substances or nuclear waste being carried on ships.
6. claims for unclear damages caused by unclear ships.

Article 23

The shipowner who avails himself of the limitation of his liability under Article 21 shall prove the value of the ship on that particular voyage.

The valuation of the ship shall be based upon the condition of the ship at the points of time hereinafter set out:

1. For general average claims arising out of collision or other accidents, or for any claims arising after the said accident up to the time of the arrival of the ship at her first port of call, the valuation shall be in accordance to the condition of the ship at the time of her arrival at that first port.
2. For claims arising out of accidents occurring during the sojourn of a ship in port, the valuation shall be in accordance to the condition of the ship in that port of sojourn after the accident.
3. For claims relating to the cargo carried or for claims arising on a bill of lading, not being claims provided for in the preceding two sub-paragraphs, the valuation shall be in accordance with the condition of the vessel at the port of destination of the cargo, or at the place where the voyage is broken. If the cargo is destined to more than one port and the damage is connected with one and the same cause the valuation shall be in accordance with the condition

於到達該數港中之第一港時之狀態。

四、關於第二十一條所規定之其他債權，其估價依船舶航行完成時之狀態。

the vessel at the first of those ports.

4. In all the other claims referred to in Article 21, the valuation shall be according to the condition of the ship at the end of the voyage.

第二節 海事優先權

Section II: Maritime Liens

第 24 條

Article 24

下列各款為海事優先權擔保之債權，有優先受償之權：

The claims listed hereunder may be secured by maritime liens and are entitled to a preferential right of compensation:

一、船長、海員及其他在船上服務之人員，本於僱傭契約所生之債權。

1. Claims of the shipmaster, seafarer and other members of the ship's complement which have arisen from their contracts of employment.

二、因船舶操作直接所致人身傷亡，對船舶所有人之賠償請求。

2. Claims against the shipowner in respect of loss of life or personal injury directly arising from the operation of the vessel.

三、救助之報酬、清除沉船費用及船舶共同海損分擔額之賠償請求。

3. Claims for salvage rewards, expenses for wreck removal and ships' contribution on general average.

四、因船舶操作直接所致陸上或水上財物毀損滅失，對船舶所有人基於侵權行為之賠償請求。

4. Claims against the shipowner, based on tort in respect of damage to or loss of property occurring, whether on land or on water, in direct connection with the operation of the vessel.

五、港埠費、運河費、其他水道費及引水費。

5. Harbor charges, canal and other waterway dues and pilotage dues. The maritime liens listed in the preceding paragraph shall have priority over ship mortgages.

前項海事優先權之位次，在船舶抵押權之前。

第 25 條

Article 25

建造或修繕船舶所生債權，其債權人留置船舶之留置權位次，在海事優先權之後，船舶抵押權之前。

In the event that right of retention is granted in respect of a ship in possession of a creditor for securing claims for ship-building or repair of the ship, such right of retention shall be postponed to all maritime liens, but shall have priority over ship mortgages.

第 26 條

Article 26

本法第二十二條第四款至第六款之賠償請求，不適用本法有關海事優先權之規定。

The provisions in respect of maritime liens in this Code shall not apply to the claims stipulated in sub-paragraph (iv), (v) and (vi) of paragraph 1 in Article 22.

第 27 條

Article 27

依第二十四條之規定，得優先受償之標的如下：

Pursuant to Article 24 of this Code, the objects are entitled to a preferential right of compensation are as follows:

一、船舶、船舶設備及屬具或其殘餘物。

1. The ship, all her equipment and appurtenances, and any other residual materials.

二、在發生優先債權之航行期內之運費。

2. The freight to be earned for the voyage the maritime lien has occurred.

三、船舶所有人因本次航行中船舶所受損害，或運費損失應

3. Compensation due to the shipowner for material damage sustained by the ship, or for loss of freight during that particular

得之賠償。

四、船舶所有人因共同海損應得之賠償。

五、船舶所有人在航行完成前，為施行救助所應得之報酬。

第 28 條

第二十四條第一項第一款之債權，得就同一僱傭契約期內所得之全部運費，優先受償，不受前條第二款之限制。

第 29 條

屬於同次航行之海事優先權，其位次依第二十四條各款之規定。

一款中有數債權者，不分先後，比例受償。

第二十四條第一項第三款所列債權，如有二個以上屬於同一種類，其發生在後者優先受償。救助報酬之發生應以施救行為完成時為準。

共同海損之分擔，應以共同海損行為發生之時為準。

因同一事變所發生第二十四條第一項各款之債權，視為同時發生之債權。

第 30 條

不屬於同次航行之海事優先權，其後次航行之海事優先權，先於前次航行之海事優先權。

第 31 條

海事優先權，不因船舶所有權之移轉而受影響。

第 32 條

第二十四條第一項海事優先權自其債權發生之日起，經一年而消滅。但第二十四條第一項第一款之賠償，自離職之日起算。

第三節 船舶抵押權

第 33 條

voyage.

4. Compensation due to the shipowner in respect of general average.

5. Remuneration due to the shipowner for salvage rendered at any time before the end of the voyage.

Article 28

Notwithstanding anything in paragraph 1(2) of the preceding Article 27, the claim arising under paragraph 1(1) of Article 24 would have priority over the total amount of freight due for all voyages made during the subsistence of the same contract of engagement.

Article 29

Claims secured by a maritime lien and relating to the same voyage rank in the order in which they are set out in Article 24.

Claims included under any one of the sub-paragraphs in Article 24 share concurrently and rateably.

The claims mentioned under paragraph 1(3) of Article 24, in that article rank, in each of the two categories, in the inverse order of the dates on which they came into existence. Claim for salvage remunerations shall subject to have occurred on the time of which the salvage operation was completed.

Claims for general average contribution shall subject to the time of the general average act being made.

Claims arising from one and the same occurrence under sub-paragraph of the preceding paragraph 1 of Article 24 are deemed to have come into existence at the same time.

Article 30

Claims secured by a maritime lien and relating not to the same voyage, the maritime lien attaching to the latter voyage have priority over those attaching to previous voyage.

Article 31

Claims secured by a maritime lien follow the vessel into whatever hands it may pass.

Article 32

The maritime liens set forth in paragraph 1 of Article 24 shall be extinguished upon the lapse of one year from the time when the claim has arisen. However, regarding to the compensation mentioned in sub-paragraph 1 of Article 24(1), the time will commence from the day of resignation.

Section III: Ship Mortgages

Article 33

船舶抵押權之設定，應以書面為之。

The creation of a mortgage upon a ship shall be made in writing.

第 34 條

船舶抵押權，得就建造中之船舶設定之。

Article 34

A ship mortgage may be created upon a ship under construction.

第 35 條

船舶抵押權之設定，除法律別有規定外，僅船舶所有人或受其特別委任之人始得為之。

Article 35

Unless otherwise provided by law, a ship mortgage may be created only by the shipowner or by any other person specially authorized to do so by the shipowner.

第 36 條

船舶抵押權之設定，非經登記，不得對抗第三人。

Article 36

No creation of ship mortgage can be set up against a third person unless registered.

第 37 條

船舶共有人中一人或數人，就其應有部分所設定之抵押權，不因分割或出賣而受影響。

Article 37

When one or more co-owner(s) create(s) a ship mortgage by encumbering his (their) share(s) such a mortgage shall not be affected by a sale of the ship or a partition of the shares in the ownership of the ship.

第三章 運送

Chapter III : Carriage

第一節 貨物運送

Section I: Carriage Of Cargo

第 38 條

貨物運送契約為下列二種：

Article 38

A contract of affreightment for carriage of cargo are classified into two categories as follows:

- 一、以件貨之運送為目的者。
- 二、以船舶之全部或一部供運送為目的者。

1. Those for the purpose of carrying individual cargo.
2. Those for the purpose of providing the entirety or a proportionate part of a ship for carriage.

第 39 條

以船舶之全部或一部供運送為目的之運送契約，應以書面為之。

Article 39

The contract for the purpose of providing the entirety or a proportionate part of a ship for carriage shall be made in writing.

第 40 條

前條運送契約應載明下列事項：

Article 40

The contract of carriage referred to in the preceding Article shall contain the following particulars:

- 一、當事人姓名或名稱，及其住所、事務所或營業所。
- 二、船名及對船舶之說明。
- 三、貨物之種類及數量。
- 四、契約期限或航程事項。
- 五、運費。

1. Names and domiciles, principal place of business or operation offices of the parties.
2. Name of the ship and her description.
3. Kinds and quality of the cargo.
4. Duration of the contract and particulars in respect of the voyage.
5. The freight.

第 41 條

以船舶之全部或一部供運送之契約，不因船舶所有權之移轉而受影響。

第 42 條

運送人所供給之船舶有瑕疵，不能達運送契約之目的時，託運人得解除契約。

第 43 條

以船舶之全部供運送時，託運人於發航前得解除契約。但應支付運費三分之一，其已裝載貨物之全部或一部者，並應負擔因裝卸所增加之費用。前項如為往返航程之約定者，託運人於返程發航前要求終止契約時，應支付運費三分之二。

前二項之規定，對於當事人之間，關於延滯費之約定不受影響。

第 44 條

以船舶之一部供運送時，託運人於發航前，非支付其運費之全部，不得解除契約。如託運人已裝載貨物之全部或一部者，並應負擔因裝卸所增加之費用及賠償加於其他貨載之損害。前項情形，託運人皆為契約之解除者，各託運人僅負前條所規定之責任。

第 45 條

前二條之規定，對船舶於一定時間內供運送或為數次繼續航行所訂立之契約，不適用之。

第 46 條

以船舶之全部於一定時期內供運送者，託運人僅得以約定或以船舶之性質而定之方法，使為運送。

第 47 條

前條託運人，僅就船舶可使用

Article 41

The contract for the purpose of providing the entirety or a proportionate part of a ship for carriage shall not be affected by a transfer in the ownership of that ship.

Article 42

Where the ship provided by the carrier has defects and therefore incapable of fulfilling the contract of carriage, the shipper may rescind the contract.

Article 43

Where the entirety of a ship is provided for carriage, the shipper may rescind the contract prior to the commencement of the voyage upon payment of one-third of the freight; and in case the whole or a part of the cargo have been loaded, he shall also pay the additional expenses incurred for the loading and unloading. If, the contract in the preceding paragraph is to make an outward and homeward voyage and the shipper rescinded the contract prior to the commencement of the homeward voyage, he shall pay two-thirds of the freight.

The provisions in the preceding two paragraphs shall not affect any mutual agreement on demurrage between the parties concerned.

Article 44

Where only a proportionate part of a ship is provided for carriage, the shipper may rescind the contract prior to the commencement of the voyage, provided that he shall pay the full amount of the freight; and in case the whole or a part of the cargo have been loaded, he shall also pay the additional expenses incurred for the loading and unloading and indemnify any damage caused to the other cargo as a result.

With regards to the preceding paragraph where all shippers rescind the contract, each shipper shall be only liable to the liability as described in the preceding Article.

Article 45

The provisions of the preceding two Articles are not applicable where the contract of carriage is made under a fixed period of time or several consecutive voyages basis.

Article 46

Where the entirety of a ship is provided for carriage within a fixed period of time, the carriage can only be carried out by a manner either mutually agreed or subject to the characteristics of the ship.

Article 47

The shipper referred to in the preceding Article is liable only for the

之期間，負擔運費。但因航行事變所生之停止，仍應繼續負擔運費。

前項船舶之停止，係因運送人或其代理人之行為或因船舶之狀態所致者，託運人不負擔運費，如有損害，並得請求賠償。船舶行蹤不明時，託運人以得最後消息之日為止，負擔運費之全部，並自最後消息後，以迄於該次航行通常所需之期間應完成之日，負擔運費之半數。

第 48 條

以船舶之全部或一部供運送者，託運人所裝載貨物，不及約定之數量時，仍應負擔全部之運費。但應扣除船舶因此所減省費用之全部，及因另裝貨物所取得運費四分之三。

第 49 條

託運人因解除契約，應付全部運費時，得扣除運送人因此減省費用之全部，及另裝貨物所得運費四分之三。

第 50 條

貨物運達後，運送人或船長應即通知託運人指定之應受通知人或受貨人。

第 51 條

受貨人怠於受領貨物時，運送人或船長得以受貨人之費用，將貨物寄存於港埠管理機關或合法經營之倉庫，並通知受貨人。

受貨人不明或受貨人拒絕受領貨物時，運送人或船長得依前項之規定辦理，並通知託運人及受貨人。

運送人對於前二項貨物有下列情形之一者，得聲請法院裁定准予拍賣，於扣除運費或其他相關之必要費用後提存其價金之餘額：

一、不能寄存於倉庫。

freight accrued within the period of the ship is capable of being used, provided, where there is a suspension of service caused by an incident of navigation, the shipper shall nevertheless continuously liable for the freight.

In the event where the said suspension of service referred to in the preceding paragraph is caused by an act of the carrier or his agent, or as a result of the condition of the ship, the shipper is then not liable for the freight and may claim for the damages, if any.

Where the ship is missing, the shipper shall pay for the whole freight up to the date of the last information of the ship being received; and pay for half of the freight counting from the date of the last information received to the day of the particular voyage would have been normally completed.

Article 48

Where the entirety or a proportionate part of a ship is provided for carriage and if the quantity of the cargo loaded by the shipper is less than what was agreed on, the shipper shall still pay for the whole freight, however, any expenses therefore saved by the ship and three-quarters of the freight earned on account of other cargo shall be deducted therefrom.

Article 49

Where the shipper rescinds the contract and thus shall pay the full freight, any expenses therefore saved by the ship and three-quarters of the freight earned on account of other cargo shall be deducted therefrom.

Article 50

The carrier or shipmaster shall immediately notify the notify party designated by the shipper or the consignee while the cargo arrived.

Article 51

In case the consignee failed to take delivery of the cargo, the carrier or shipmaster may, at the expense and on the account of the consignee, hand over the cargo to the custody of the warehouse of the port authority or a licensed warehouse and notify the consignee of this deposition.

Where the consignee is unknown or where the consignee refuses to take delivery of the cargo, the carrier or shipmaster may take action in accordance with the rules provided in the preceding paragraph and notify the shipper and consignee of the action.

The carrier may apply to the courts for permission to sell the cargo mentioned in the preceding two paragraphs by auction if any of the events listed hereunder occur, and if so then deposit the remainder of the proceeds of the sale with the courts after deducting the freight and any other necessary related expenses.

1. The cargo cannot be bailed in a warehouse.

- 二、有腐壞之虞。
- 三、顯見其價值不足抵償運費及其他相關之必要費用。

- 2. The cargo are likely perishable.
- 3. The value of the cargo is obviously not sufficient to pay the freight and other necessary related expenses.

第 52 條

以船舶之全部或一部供運送者，運送人非於船舶完成裝貨或卸貨準備時，不得簽發裝貨或卸貨準備完成通知書。裝卸期間自前項通知送達之翌日起算，期間內不工作休假日及裝卸不可能之日不算入。但超過合理裝卸期間者，船舶所有人得按超過之日期，請求合理之補償。

前項超過裝卸期間，休假日及裝卸不可能之日亦算入之。

Article 52

Where the entirety or a part of the ship is provided for carriage, the carrier shall not issue the notice of readiness for loading or discharging until the preparation for the loading or discharging has been completed.

The period for loading or discharging shall commence from the next day after the notice of readiness in the preceding paragraph is served, without counting non-working holidays and any days during which it has been impossible to effect the loading or discharging. Nevertheless, where the loading and/or discharging has exceeded a reasonable period, the shipowner may claim for reasonable compensation subject to the number of days exceeded.

The period exceeds the loading and/or discharging as mentioned in the preceding paragraph shall count in all holidays and any days during which it has been impossible to effect the loading or discharging.

第 53 條

運送人或船長於貨物裝載後，因託運人之請求，應發給載貨證券。

Article 53

The carrier or shipmaster, upon demand of the shipper, shall issue a bill of lading after loading of the cargo.

第 54 條

載貨證券，應載明下列各款事項，由運送人或船長簽名：

- 一、船舶名稱。
- 二、託運人之姓名或名稱。
- 三、依照託運人書面通知之貨物名稱、件數或重量，或其包裝之種類、個數及標誌。
- 四、裝載港及卸貨港。
- 五、運費交付。
- 六、載貨證券之份數。
- 七、填發之年月日。

前項第三款之通知事項，如與所收貨物之實際情況有顯著跡象，疑其不相符合，或無法核對時，運送人或船長得在載貨證券內載明其事由或不予載明。

載貨證券依第一項第三款為記載者，推定運送人依其記載為運送。

Article 54

A bill of lading shall contain the following particulars and shall be signed by the carrier or shipmaster:

- 1. Name of the ship.
- 2. Name or trade name of the shipper.
- 3. Description of the cargo, the number of pieces or weight, or kind of packing, the number of packages and marks furnished by the shipper in writing.
- 4. Port of loading and port of discharging.
- 5. Payment of the freight.
- 6. Number of copies of the bill of lading.
- 7. The year, month and date of issuance.

If the particulars furnished as stipulated in sub-paragraph 3 of the preceding paragraph has reasonable grounds to suspect do not accurately represent the cargo actually taken over, or if he had no reasonable means of checking such particulars, the carrier or shipmaster may or may not specify such matter in the bill of lading.

Where a bill of lading was described in accordance with sub-paragraph 3 of the preceding paragraph one, shall be a prima facie evidence of the carrier carrying the cargo as stated therein.

第 55 條

Article 55

託運人對於交運貨物之名稱、數量，或其包裝之種類、個數及標誌之通知，應向運送人保證其正確無訛，其因通知不正確所發生或所致之一切毀損、滅失及費用，由託運人負賠償責任。

運送人不得以前項託運人應負賠償責任之事由，對抗託運人以外之載貨證券持有人。

第 56 條

貨物一經有受領權利人受領，推定運送人已依照載貨證券之記載，交清貨物。但有下列情事之一者，不在此限：

一、提貨前或當時，受領權利人已將毀損滅失情形，以書面通知運送人者。

二、提貨前或當時，毀損滅失經共同檢定，作成公證報告書者。

三、毀損滅失不顯著而於提貨後三日內，以書面通知運送人者。

四、在收貨證件上註明毀損或滅失者。

貨物之全部或一部毀損、滅失者，自貨物受領之日或自應受領之日起，一年內未起訴者，運送人或船舶所有人解除其責任。

第 57 條

運送人或船舶所有人所受之損害，非由於託運人或其代理人受僱人之過失所致者，託運人不負賠償責任。

第 58 條

載貨證券有數份者，在貨物目的港請求交付貨物之人，縱僅持有載貨證券一份，運送人或船長不得拒絕交付。不在貨物目的港時，運送人或船長非接受載貨證券之全數，不得為貨物之交付。

二人以上之載貨證券持有人請求交付貨物時，運送人或船長

The shipper shall guarantee to the carrier the accuracy of the notifications of the name, quantity, or their kind of packing, the number of packages of the cargo delivered, and the shipper shall indemnify the carrier against all loss, damages and expenses arising or resulting from inaccuracies in such particulars.

The carrier is not entitled to a defense against any holders of the bill of lading other than the shipper on account of his claim against the shipper mentioned in the preceding paragraph.

Article 56

Once the cargo have been delivered by the person entitled to delivery, such delivery shall be prima facie evidence of the delivery by the carrier of the cargo as described in the bill of lading unless:

1. notice of the general nature of damage or loss be given in writing by the person entitled to take delivery to the carrier before or at the time of the delivery of the cargo, or

2. the damage or loss of the cargo has, before or at the time of the delivery of the cargo, been the subject of joint survey and the survey report has been made, or

3. if the damage or loss be not apparent, the carrier has been notified in writing within three days, or

4. the damage or loss has been remarked on the receipt of delivery of the cargo.

The carrier and the shipowner shall be discharged from all liability in respect of the damage or loss either totally or partly, of the cargo unless suit is brought within one year of their delivery or of the date when they should have been delivered.

Article 57

The shipper shall not be responsible for the loss sustained by the carrier or the shipowner unless it was caused by the fault of the shipper, his agents or servants.

Article 58

At the port of destination the carrier or shipmaster shall not refuse to deliver the cargo, even though the person demands such delivery only hold one of the two or more parts of the bills of lading. At the places other than the port of destination, the carrier or shipmaster shall not delivery the cargo unless all the parts of the bill of lading were surrendered.

If there are two or more holders of the bills of lading have demanded delivery of the cargo, the carrier or shipmaster shall

應即將貨物按照第五十一條之規定寄存，並通知曾為請求之各持有人，運送人或船長，已依第一項之規定，交付貨物之一部後，他持有人請求交付貨物者，對於其贖餘之部分亦同。載貨證券之持有人有二人以上者，其中一人先於他持有人受貨物之交付時，他持有人之載貨證券對運送人失其效力。

第 59 條

載貨證券之持有人有二人以上，而運送人或船長尚未交付貨物者，其持有先受發送或交付之證券者，得先於他持有人行使其權利。

第 60 條

民法第六百二十七條至第六百三十條關於提單之規定，於載貨證券準用之。
以船舶之全部或一部供運送為目的之運送契約另行簽發載貨證券者，運送人與託運人以外載貨證券持有人間之關係，依載貨證券之記載。

第 61 條

以件貨運送為目的之運送契約或載貨證券記載條款、條件或約定，以減輕或免除運送人或船舶所有人，對於因過失或本章規定應履行之義務而不履行，致有貨物毀損、滅失或遲到之責任者，其條款、條件或約定不生效力。

第 62 條

運送人或船舶所有人於發航前及發航時，對於下列事項，應為必要之注意及措置：
一、使船舶有安全航行之能力。
二、配置船舶相當船員、設備及供應。
三、使貨艙、冷藏室及其他供載運貨物部分適合於受載、運送與保存。
船舶於發航後因突失航行能力

without delay deposit the cargo with the competent authority in accordance with the provisions of Article 51, and also despatch notice thereof to each holder who has ever demanded such delivery. If, after the carrier or shipmaster has delivered a part of the cargo, another holder has demanded delivery of the cargo, the same apply in respect of the remainder.

If, in cases where there are two or more holders of the bills of lading and one of them has taken delivery of the cargo before the other holder(s), the bill of lading held by the other holders shall lose their effect with respect to the carrier.

Article 59

If, in cases where there are two or more holders of the bills of lading, the carrier or shipmaster has not yet delivered the cargo, the holder of the part which was forwarded or delivered earliest may exercise his right in preference to the others.

Article 60

The provisions relating to the Bill of Lading as contained in Article 627 to Article 630 of the Civil Code apply mutatis mutandis to the bill of lading prescribed hereof.

Where a Bill of Lading is issued under a contract for the entirety or a proportionate part of a ship for carriage, the legal relationship between the carrier and the holder of the Bill of Lading other than the shipper is determined in accordance with the terms and conditions of the Bill of Lading.

Article 61

Where a contract of carriage which is for the purpose of carrying individual cargo or a Bill of Lading contains a clause, covenant or an agreement diminishing or relieving the carrier or the shipowner from liability for damage to, loss of or delay to the cargo resulting from negligence or a failure to fulfill the obligations provided in this Chapter, such clause, covenant or agreement shall be null and void.

Article 62

The carrier or shipowner shall be bound, before and at the time of the commencement of the voyage, to exercise due diligence to:

1. make the ship be capable of navigating safely.
2. proper man, equip and supply the ship.
3. make the holds, refrigeration and cooling chambers, and all other parts of the ship used to carry the cargo, fit and safe for reception, carriage and preservation.

The carrier is not liable for the damage or loss resulting from a

所致之毀損或滅失，運送人不負賠償責任。
運送人或船舶所有人為免除前項責任之主張，應負舉證之責。

第 63 條

運送人對於承運貨物之裝載、卸載、搬移、堆存、保管、運送及看守，應為必要之注意及處置。

第 64 條

運送人知悉貨物為違禁物或不實申報物者，應拒絕載運。其貨物之性質足以毀損船舶或危害船舶上人員健康者亦同。但為航運或商業習慣所許者，不在此限。

運送人知悉貨物之性質具易燃性、易爆性或危險性並同意裝運後，若此貨物對於船舶或貨載有危險之虞時，運送人得隨時將其起岸、毀棄或使之無害，運送人除由於共同海損者外，不負賠償責任。

第 65 條

運送人或船長發見未經報明之貨物，得在裝載港將其起岸，或使支付同一航程同種貨物應付最高額之運費，如有損害並得請求賠償。

前項貨物在航行中發見時，如係違禁物或其性質足以發生損害者，船長得投棄之。

第 66 條

船舶發航後，因不可抗力不能到達目的港而將原裝貨物運回時，縱其船舶約定為去航及歸航之運送，託運人僅負擔去航運費。

第 67 條

船舶在航行中，因海上事故而須修繕時，如託運人於到達目的地港前提取貨物者，應付全部運費。

unexpected loss of the capability for the navigation of the ship after sailing.

The burden of proof shall be on the carrier or shipowner claiming exemption provided in the preceding paragraph.

Article 63

The carrier shall properly and carefully load, discharge, handle, stow, care for, carry and keep the cargo carried.

Article 64

Cargo of an contraband or being declared fraudulently with knowledge by the carrier, the carrier shall refuse to carry it. The same rule applies where the nature of the cargo tends to cause damage to the ship or endanger the health of the personnel on board the ship, provided that those are allowable under a custom of shipping or commercial trade.

Cargo of an inflammable, explosive or dangerous nature whereof the carrier has consented with knowledge of their nature becoming a danger to the ship or cargo, may at any time be landed at any place, or destroyed or rendered innocuous by the carrier without compensation except to general average, if any.

Article 65

The carrier or shipmaster found any cargo aboard without declaration may unload them at the loading port, or charge the freight at the highest rate on the same kind of cargo under the same voyage, and may also claim damages, if any.

The cargo mentioned in the preceding paragraph if found during the voyage and are of contraband or of a nature of danger, may be jettisoned by the shipmaster, if necessary.

Article 66

Where after the commencement of the voyage, the ship is unable to reach the port of destination due to force majeure and the cargo are then brought back to the loading port, the shipper shall be only liable for the freight of the outward voyage even though the ship is contracted to make an outward and homeward voyage.

Article 67

Where during voyage the ship becomes in need of repairs due to an accident at sea, the shipper shall pay full freight if he intended to take delivery of the cargo prior to their arrival at the port of destination.

第 68 條

船舶在航行中遭難或不能航行，而貨物仍由船長設法運到目的地時，如其運費較低於約定之運費者，託運人減支兩運費差額之半數。

如新運費等於約定之運費，託運人不負擔任何費用，如新運費較高於約定之運費，其增高額由託運人負擔之。

第 69 條

因下列事由所發生之毀損或滅失，運送人或船舶所有人不負擔賠償責任：

- 一、船長、海員、引水人或運送人之受僱人，於航行或管理船舶之行為而有過失。
- 二、海上或航路上之危險、災難或意外事故。
- 三、非由於運送人本人之故意或過失所生之火災。
- 四、天災。
- 五、戰爭行為。
- 六、暴動。
- 七、公共敵人之行為。
- 八、有權力者之拘捕、限制或依司法程序之扣押。
- 九、檢疫限制。
- 十、罷工或其他勞動事故。
- 十一、救助或意圖救助海上人命或財產。
- 十二、包裝不固。
- 十三、標誌不足或不符。
- 十四、因貨物之固有瑕疵、品質或特性所致之耗損或其他毀損滅失。
- 十五、貨物所有人、託運人或其代理人、代表人之行為或不行為。
- 十六、船舶雖經注意仍不能發現之隱有瑕疵。
- 十七、其他非因運送人或船舶所有人本人之故意或過失及非因其代理人、受僱人之過失所致者。

第 70 條**Article 68**

Where the ship during voyage encounters a disaster or becomes incapable of navigation yet the cargo are eventually carried to the port of destination by the shipmaster, and the freight payable thus becomes lower than the freight previously agreed upon, the shipper shall pay the freight with a deduction of one half of the difference between the two freights.

If the new freight is the same in sum as the freight previously agreed upon, the shipper shall bear no obligation to pay any additional expenses. If the new freight is higher than the freight previously agreed upon, the balance is to be borne by the shipper.

Article 69

Neither the carrier nor the shipowner shall be responsible for loss or damage arising or resulting from:

1. Neglect of the shipmaster, mariner, pilot or the servant of the carrier in the navigation or in the management of the ship.
2. Perils, dangers and accidents of the sea or on routing.
3. Fire, unless caused by the carrier own intentional or negligent acts.
4. Act of God.
5. Act of war.
6. Riots.
7. Acts by public enemies.
8. Arrests, restraints of the authority, or seizures under legal process.
9. Quarantine restrictions.
10. Strikes or other labor incidents.
11. Saving or attempting to save life or property at sea.
12. Insufficiency of packing.
13. Insufficiency or inadequacy of marks.
14. Wastage or any other damage or loss due to inherent defects, quality or vice of the cargo.
15. Act or omission of the shipper or owner of the cargo, his agent or representative.
16. Latent defects of the ship not discoverable by due diligence.
17. Any other cause arising without the carrier's own intentional or negligent acts or without the fault or the neglect of the agent or servant of the carrier or the shipowner.

Article 70

託運人於託運時故意虛報貨物之性質或價值，運送人或船舶所有人對於其貨物之毀損或滅失，不負賠償責任。

除貨物之性質及價值於裝載前，已經託運人聲明並註明於載貨證券者外，運送人或船舶所有人對於貨物之毀損滅失，其賠償責任，以每件特別提款權六六六·六七單位或每公斤特別提款權二單位計算所得之金額，兩者較高者為限。

前項所稱件數，係指貨物託運之包裝單位。其以貨櫃、墊板或其他方式併裝運送者，應以載貨證券所載其內之包裝單位為件數。但載貨證券未經載明者，以併裝單位為件數。其使用之貨櫃係由託運人提供者，貨櫃本身得作為一件計算。

由於運送人或船舶所有人之故意或重大過失所發生之毀損或滅失，運送人或船舶所有人不得主張第二項單位限制責任之利益。

第 71 條

為救助或意圖救助海上人命、財產，或因其他正當理由偏航者，不得認為違反運送契約，其因而發生毀損或滅失時，船舶所有人或運送人不負賠償責任。

第 72 條

貨物未經船長或運送人之同意而裝載者，運送人或船舶所有人，對於其貨物之毀損或滅失，不負責任。

第 73 條

運送人或船長如將貨物裝載於甲板上，致生毀損或滅失時，應負賠償責任。但經託運人之同意並載明於運送契約或航運種類或商業習慣所許者，不在此限。

Where the nature or value of the cargo have been fraudulently declared by the shipper at the time of shipment, neither the carrier nor shipowner shall be liable for any damage to or loss of the cargo.

Unless the nature and value of the cargo have been declared by the shipper before shipment and inserted in the bill of lading, neither the carrier nor the shipowner shall be liable for any damage to or loss of the cargo in an amount exceeding 666.67 Special Drawing Rights per package or 2 Special Drawing Rights per kilogram, whichever is the higher.

The "package" referred to in the preceding paragraph means a unit of the packing of cargo for shipment. Where a container, pallet or similar article of transport is used to consolidate cargo, the number of packages enumerated in the bill of lading as packed in such article of transport shall be deemed the number of packages. Whereas the said number of packages did not enumerate in the bill of lading, the number of the consolidated article is deemed to be the number of packages. If the container is provided by the shipper, the container is deemed to be a package.

Neither the carrier nor the shipowner shall be entitled to the benefit of the limitation of liability provided for in the preceding second paragraph if damage or loss resulted from an intended act or gross negligence of the carrier or the shipowner.

Article 71

Any deviation in saving or attempting to save life or property at sea or for other reasonable cause shall not be deemed to be an infringement of the contract of carriage, and neither the carrier nor shipowner shall be liable for the damage or loss resulting therefrom.

Article 72

Where the cargo were loaded without the consent of the shipmaster or carrier, neither the carrier nor shipowner shall be liable for the damage to or loss of such cargo.

Article 73

If the carrier or the shipmaster has shipped the cargo on deck and the cargo have consequently suffered loss or damage, the carrier shall be liable therefor, unless it has been consented to by the shipper and also stated in the contract of carriage or comply with the particular kind of ocean carriage or the custom of the trade.

第 74 條

載貨證券之發給人，對於依載貨證券所記載應為之行為，均應負責。

前項發給人，對於貨物之各連續運送人之行為，應負保證之責。但各連續運送人，僅對於自己航程中所生之毀損滅失及遲到負其責任。

第 75 條

連續運送同時涉及海上運送及其他方法之運送者，其海上運送部分適用本法之規定。

貨物毀損滅失發生時間不明者，推定其發生於海上運送階段。

第 76 條

本節有關運送人因貨物滅失、毀損或遲到對託運人或其他第三人所得主張之抗辯及責任限制之規定，對運送人之代理人或受僱人亦得主張之。但經證明貨物之滅失、毀損或遲到，係因代理人或受僱人故意或重大過失所致者，不在此限。

前項之規定，對從事商港區域內之裝卸、搬運、保管、看守、儲存、理貨、穩固、墊艙者，亦適用之。

第 77 條

載貨證券所載之裝載港或卸貨港為中華民國港口者，其載貨證券所生之法律關係依涉外民事法律適用法所定應適用法律。但依本法中華民國受貨人或託運人保護較優者，應適用本法之規定。

第 78 條

裝貨港或卸貨港為中華民國港口者之載貨證券所生之爭議，得由我國裝貨港或卸貨港或其他依法有管轄權之法院管轄。前項載貨證券訂有仲裁條款者，經契約當事人同意後，得

Article 74

The issuer of a bill of lading shall be responsible for all acts which should be done as stated in the bill of lading.

The issuer referred to in the preceding paragraph shall guarantee the acts of each consecutive carrier of the cargo; provided however that each consecutive carrier is only liable for the damage, loss and delay for delivery arose during his own voyage.

Article 75

Where there is a consecutive carriage of cargo involving carriage by sea and other modes of carriage, the leg of the journey involving carriage by sea shall be governed by this Code.

If the time of the loss of or damage to the cargo occurred could not be ascertained, it shall be presumed as occurring during the carriage by sea.

Article 76

The agent or servant of the carrier is entitled to avail himself to the defense and the limitation of liability, as entitled by the carrier under this Section, against the shipper or other third party for the loss of or damage to the cargo; except that it is proven that the delay for delivery, loss of or damage to the cargo is due to an intended act or gross negligence on the part of the agent or servant.

The provisions of the preceding paragraph shall be applicable to any parties who are performing their duties within the commercial harbour area for the loading, unloading, handling, carriage, custody, keep, care, stowage, tally, lashing and dunnage.

Article 77

Where the port of loading or port of discharge stipulated in the Bill of Lading is a port of ROC, the applicable law of any legal relationship arising under that bill of lading shall be determined according to the Code of Application of Law in Relation to Foreign-related Civil Matters. However provided that this Code shall be applied in case any provisions in this Code provide a better and more favourable position to the shipper or consignee who is of ROC nationality.

Article 78

Any disputes arising under a Bill of Lading and one of the port of loading or port of discharge is in ROC, may be instituted an action in the court of the said ROC port of loading or port of discharge or any competent court according to the law or regulations.

Where the Bill of Lading as mentioned in the preceding paragraph contains an arbitration clause, any disputes arising thereof, if so

於我國進行仲裁，不受載貨證券內仲裁地或仲裁規則記載之拘束。

前項規定視為當事人仲裁契約之一部。但當事人於爭議發生後另有書面合意者，不在此限。

agreed by the contracting parties, may be submitted to arbitration in ROC, regardless of the place and any applicable rules of arbitration contained in the said arbitration clause.

The provision in the preceding paragraph is deemed as a part of arbitration agreement. However nothing in this provision will affect the validity of an agreement relating to arbitration made by the parties after the dispute has arisen.

第二節 旅客運送

Section II: Carriage Of Passengers

第 79 條

旅客之運送，除本節規定外，準用本章第一節之規定。

Article 79

Unless otherwise provided in this Section, the provisions of Section I of this Chapter apply mutatis mutandis to the carriage of passengers.

第 80 條

對於旅客供膳者，其膳費應包括於票價之內。

Article 80

Where passengers are provided with provisions, the cost of the provisions shall be included in the ticket fare.

第 81 條

旅客於實施意外保險之特定航線及地區，均應投保意外險，保險金額載入客票，視同契約，其保險費包括於票價內，並以保險金額為損害賠償之最高額。

前項特定航線地區及保險金額，由交通部定之。

Article 81

There shall subscribe an accident insurance for transporting the passengers in the specific navigation routes and area; the passenger ticket shall state the amount insured and constitute part of the contract; the insurance premium shall be included in the ticket fare, and the amount insured shall be deemed as the highest amount of the damages.

The terms “specific navigation routes and areas” and “amount insured” referred to in the preceding paragraph are to be decided by the Ministry of Communications and Transportation.

第 82 條

旅客除前條保險外，自行另加保意外險者，其損害賠償依其約定。但應以書面為之。

Article 82

In the event the passenger subscribes an accident insurance policy for himself in addition to the policy referred to in the preceding article, the measure of damages is to be in accordance with such agreement provided that such agreement shall be made in writing.

第 83 條

運送人或船長應依船票所載，運送旅客至目的港。

運送人或船長違反前項規定時，旅客得解除契約，如有損害，並得請求賠償。

Article 83

The carrier or shipmaster shall, comply with the tenor of the passenger ticket, transport the passenger to the port of destination.

Where the carrier or shipmaster is in breach of the provision in the preceding paragraph, the passenger may rescind the contract and may also claim for damages, if any.

第 84 條

旅客於發航二十四小時前，得給付票價十分之二，解除契約；其於發航前因死亡、疾病或其他基於本身不得已之事

Article 84

Prior to twenty-four hours before the commencement of the voyage, the passenger may rescind the contract upon payment of two-tenths of the ticket fare; If, prior to the commencement of the voyage, the passenger has become incapable of making or refusing the

由，不能或拒絕乘船者，運送人得請求票價十分之一。

embarkation because of death, illness or other personal affections beyond control, the carrier may demand one-tenth of the ticket fare.

第 85 條

旅客在船舶發航或航程中不依時登船，或船長依職權實行緊急處分迫令其離船者，乃應給付全部票價。

Article 85

If the passenger does not come on board by the time fixed for embarkation or during the voyage or is ordered to leave the ship by the shipmaster acting within his authority for taking emergency action, the passenger shall nevertheless pay the full amount of the ticket fare.

第 86 條

船舶不於預定之日發航者，旅客得解除契約。

Article 86

The passenger may rescind the contract where the ship fails to commence the voyage on the scheduled date.

第 87 條

旅客在航程中自願上陸時，仍負擔全部票價，其因疾病上陸或死亡時，僅按其已運送之航程負擔票價。

Article 87

Where the passenger, by his/her accord, disembarks the ship during the voyage, the passenger shall bear the full amount of the ticket fare. Where the disembarkation is due to illness or death, the passenger shall only pay a part of the ticket fare in the same proportion as the distance already covered bears to the whole voyage.

第 88 條

船舶因不可抗力不能繼續航行時，運送人或船長應設法將旅客運送至目的港。

Article 88

Where the ship is unable to continue the voyage due to force majeure, the carrier or shipmaster shall still endeavour to carry the passenger to the port of destination.

第 89 條

旅客之目的港如發生天災、戰亂、瘟疫，或其他特殊事故致船舶不能進港卸客者，運送人或船長得依旅客之意願，將其送至最近之港口或送返乘船港。

Article 89

Where the ship is unable to enter the port of destination for disembarking the passenger due to an act of God, war or disturbances, epidemic or any extraordinary events at that port, the carrier or shipmaster shall be liable, at the option of passenger, to send the passenger to the nearest port or back to the original port of embarkation.

第 90 條

運送人或船長在航行中為船舶修繕時，應以同等級船舶完成其航程，旅客在候船期間並應無償供給膳宿。

Article 90

If the ship has to be repaired during the voyage, the carrier or shipmaster shall still complete the voyage with another ship of the same class, and furnish adequate lodging and provisions for passenger during the period of waiting without extra payment.

第 91 條

旅客於船舶抵達目的港後，應依船長之指示即行離船。

Article 91

The passenger, while the ship arrives the port of destination, is obliged to obey the directions of the shipmaster for leaving the ship.

第三節 船舶拖帶

Section III: Towage Of Ship

第 92 條

拖船與被拖船如不屬於同一所

Article 92

Where the tug and the tow are of the same owner, the liability for

有人時，其損害賠償之責任，應由拖船所有人負擔。但契約另有訂定者，不在此限。

the damages incurred from the towage shall be borne by the tug-owner, Except as otherwise provided by the contract.

第 93 條

共同或連接之拖船，因航行所生之損害，對被害人負連帶責任。但他拖船對於加害之拖船有求償權。

Article 93

The tows in parallel or series connection shall be jointly and severally liable to an injured third party for the damage arising out of the towing navigation. However, the innocent tug(s) shall have a right of recourse against the wrongful tug(s).

第四章 船舶碰撞

Chapter Iv : Collision Of Ships

第 94 條

船舶之碰撞，不論發生於何地，皆依本章之規定處理之。

Article 94

Collision of ships, regardless of the place of the collision, shall be governed by the provisions of this Chapter.

第 95 條

碰撞係因不可抗力而發生者，被害人不得請求損害賠償。

Article 95

Where a collision is caused by force majeure, the injured party is not entitled to claim for damages arising therefor.

第 96 條

碰撞係因於一船舶之過失所致者，由該船舶負損害賠償責任。

Article 96

Where a collision is caused by the fault of one of the ships involved, the one in fault shall be liable for the damages therefor.

第 97 條

碰撞之各船舶有共同過失時，各依其過失程度之比例負其責任，不能判定其過失之輕重時，各方平均負其責任。有過失之各船舶，對於因死亡或傷害所生之損害，應負連帶責任。

Article 97

If the colliding ships are all in fault, each ship shall be liable in proportion to the extent of its faults; If it is not possible to ascertain the degree of the respective faults, the liability is apportioned equally amongst the parties involved. The ships at fault shall also be jointly and severally liable for the loss of life or personal injury caused therefor.

第 98 條

前二條責任，不因碰撞係由引水人之過失所致而免除。

Article 98

Liabilities arising under the two preceding Articles shall not be exempted by reason that the collision is caused by the fault of a pilot.

第 99 條

因碰撞所生之請求權，自碰撞日起算，經過兩年不行使而消滅。

Article 99

The claim arising out of a collision shall be extinguished if not duly exercised within two years commencing from the date of collision.

第 100 條

船舶在中華民國領海內水港口河道內碰撞者，法院對於加害之船舶，得扣押之。碰撞不在中華民國領海內水港

Article 100

Where the collision incurs within the territorial waters of the Republic of China, Taiwan, it's inland waters, ports and harbours, or rivers, the court may arrest the ship at fault. Where the collision does not occur within the territorial waters of

口河道內，而被害者為中華民國船舶或國民，法院於加害之船舶進入中華民國領海後，得扣押之。

前兩項被扣押船舶得提供擔保，請求放行。

前項擔保，得由適當之銀行或保險人出具書面保證代之。

第 101 條

關於碰撞之訴訟，得向下列法院起訴：

- 一、被告之住所或營業所所在地之法院。
- 二、碰撞發生地之法院。
- 三、被告船舶船籍港之法院。
- 四、船舶扣押地之法院。
- 五、當事人合意地之法院。

第五章 海難救助

第 102 條

船長於不甚危害其船舶、海員、旅客之範圍內，對於淹沒或其他危難之人應盡力救助。

第 103 條

對於船舶或船舶上財物施以救助而有效果者，得按其效果請求相當之報酬。

施救人所施救之船舶或船舶上貨物，有損害環境之虞者，施救人得向船舶所有人請求與實際支出費用同額之報酬；其救助行為對於船舶或船舶上貨物所造成環境之損害已有效防止或減輕者，得向船舶所有人請求與實際支出費用同額或不超過其費用一倍之報酬。

施救人同時有前二項報酬請求權者，前項報酬應自第一項可得請求之報酬中扣除之。

施救人之報酬請求權，自救助完成日起二年間不行使而消滅。

the Republic of china, Taiwan, its inland waters, ports and harbours, or rivers and the injured party or the ship is with a nationality of Taiwan, the court may arrest the ship at fault upon she enters the territorial waters of Taiwan.

The ship being arrested as mentioned in the preceding two paragraphs, may apply for release by furnishing the Court with a guarantee.

The guarantee as mentioned in the preceding paragraph may be substituted with a Letter of Undertaking issued by an appropriate bank or insurance company.

Article 101

An action with respects to collision may be filed in the competent court as listed below:

1. The court at the place of the Defendant's domicile or its principal place of business.
2. The court at the place where the collision had occurred.
3. The court at the port of registry of the Defendant's ship.
4. The court at the place where the ship is placed under arrest.
5. The court at the place mutually agreed by the parties concerned.

Chapter V : Salvage

Article 102

Every shipmaster is bound, so far as he can do so without serious danger to his ship, crews and passengers thereon, to render assistance to any persons in danger of being lost at sea or in distress.

Article 103

Salvage operations rendered to a ship or the property thereon which have had a useful result give right to a claim proper reward for the result.

If the salvor has carried out the salvage operations in respect of a ship which by itself or the cargo on board threatened pollution damage to the environment, he may still claim reward from the owner of that ship, equivalent to his expenses actually incurred therefor; if the said salvage operation rendered to the ship or the cargo on board has indeed prevented or minimized pollution damage to the environment, he may further claim reward from the owner of that ship, equivalent to or not exceeding 100 percent of the expenses actually incurred therefor.

Where the salvor simultaneously possesses the rights to the salvage rewards of the preceding two paragraphs, the sum of the reward under the preceding paragraph shall be deducted from the sum of the reward under paragraph one of this Article

The right to claim salvage reward shall be extinguished if not duly exercised within two years commencing from the date of the completion of the salvage operation.

第 104 條

屬於同一所有人之船舶救助，仍得請求報酬。
拖船對於被拖船施以救助者，得請求報酬。但以非為履行該拖船契約者為限。

Article 104

Salvage operations carried out by and for the ships of the same owner may still claim for a salvage reward.
Salvage operation carried out by the tug on the tow may still claim for a salvage reward as long as the services rendered was beyond the performance of the above said duty.

第 105 條

救助報酬由當事人協議定之，協議不成時，得提付仲裁或請求法院裁判之。

Article 105

The distribution of the salvage reward is to be determined by agreement amongst the parties concerned; where no agreement can be reached, may be submitted for arbitration on brought to a court for adjudication.

第 106 條

前條規定，於施救人與船舶間，及施救人間之分配報酬之比例，準用之。

Article 106

The provision in the preceding Article applies mutatis mutandis to the distribution of the salvage reward between the salvors and the ship, and also amongst the salvors themselves.

第 107 條

於實行施救中救人者，對於船舶及財物救助報酬金，有參加分配之權。

Article 107

A person who has rendered salvage services in salvaging human life is entitled to a fair share of the payment awarded to the salvor for salvaging the ship or other property.

第 108 條

經以正當理由拒絕施救，而仍強為施救者，不得請求報酬。

Article 108

No salvage remuneration can be demanded in case the salvage was rendered despite it was declined for just reason.

第 109 條

船舶碰撞後，各碰撞船舶之船長於不甚危害其船舶、海員或旅客之範圍內，對於他船舶船長、海員及旅客、應盡力救助。各該船長，除有不可抗力之情形外，在未確知繼續救助為無益前，應停留於發生災難之處所。
各該船長，應於可能範圍內，將其船舶名稱及船籍港並開來及開往之處所，通知於他船舶。

Article 109

After a collision, the shipmaster of each of the ships in collision is bound, so far as he can do so without serious danger to his ship and persons on board, to render assistance to shipmaster, seafarer and passengers on board the other ship.
The shipmaster of each of the ships shall, except there is a force majeure circumstance, stand by at the site of the disaster until it is obvious that the assistance to the ship continually would be useless.
The shipmasters of each of the ships in collision is likewise bound so far as possible to make known to the other ship the name of his ship, its port of registry, and the places where she had departed from and is bound for.

第六章 共同海損**Chapter VI : General Average****第 110 條**

稱共同海損者，謂在船舶航程期間，為求共同危險中全體財產之安全所為故意及合理處

Article 110

“General Average” refers to the sacrifice and expenditure that is intentionally and reasonably made or incurred directly for the common safety of all property involved in a common peril during

分，而直接造成之犧牲及發生之費用。

the voyage of the ship.

第 111 條

共同海損以各被保存財產價值與共同海損總額之比例，由各利害關係人分擔之。因共同海損行為所犧牲而獲共同海損補償之財產，亦應參與分擔。

Article 111

All contributing interests shall bear the general average on the basis of the value of the respective property preserved proportional to the total amount of the general average loss. The property sacrificed by general average act and therefore reimbursed by the contributions to the general average shall also participate in the contribution to the general average.

第 112 條

前條各被保存財產之分擔價值，應以航程終止地或放棄共同航程時地財產之實際淨值為準，依下列規定計算之：

Article 112

The contributory value of the properties preserved mentioned in the preceding Article shall be made upon the actual net value of the properties at the time and place of the termination of the voyage or the abandonment of the common adventure, and compute on the following basis:

一、船舶以到達時地之價格為準。如船舶於航程中已修復者，應扣除在該航程中共同海損之犧牲額及其他非共同海損之損害額。但不得低於其實際所餘殘值。

1. The contributory value of the ship shall be the value at the place and time of arrival. If the ship has undergone repairs during the voyage, the general average sacrifice and other incidental losses not admitted as general average shall be deducted therefrom provided that such value shall not be less than its real surplus value.

二、貨物以送交最後受貨人之商業發票所載價格為準，如無商業發票者，以裝船時地之價值為準，並均包括應支付之運費及保險費在內。

2. The contributory value of the cargo shall be the value indicated on the commercial invoice given to the last receiver of the cargo or, if there is no such invoice, shall be the value at the time and place of loading, plus the cost of insurance and freight to be paid.

三、運費以到付運費之應收額，扣除非共同海損費用為準。

3. The contributory value of the freight shall be the payable amount of the collectable freight less any expenditures incurred not admitted as general average.

前項各類之實際淨值，均應另加計共同海損之補償額。

The actual net value of the various items in the preceding paragraph shall plus the reimbursements in general average.

第 113 條

共同海損犧牲之補償額，應以各財產於航程終止時地或放棄共同航程時地之實際淨值為準，依下列規定計算之：

Article 113

The amount of reimbursement for general average sacrifices shall be decided on the basis of the actual net value of the various properties preserved at the time and place where the voyage is terminated or the abandonment of the common adventure, and determined as following:

一、船舶以實際必要之合理修繕或設備材料之更換費用為準。未經修繕或更換者，以該損失所造成之合理貶值，但不能超過估計之修繕或更換費用。

1. The amount of sacrifice of the ship shall be the reasonable cost of the repairs or replacement of ship's machinery, gear and equipment actually and necessarily incurred. Where there has not been repaired or replaced, the reasonable depreciation but not exceeding the estimated cost of repairs or replacement.

二、貨物以送交最後受貨人商業發票價格計算所受之損害為準，如無商業發票者，以裝船

2. The amount of a general average sacrifice to cargo shall be assessed on the basis of the commercial invoice rendered to the last receiver of the cargo; or if there is no such invoice, shall be the

時地之價值為準，並均包括應支付之運費及保險費在內。受損貨物如被出售者，以出售淨值與前述所訂商業發票或裝船時地貨物淨值之差額為準。

三、運費以貨載之毀損或滅失致減少或全無者為準。但運送人因此減省之費用，應扣除之。

第 114 條

下列費用為共同海損費用：

一、為保存共同危險中全體財產所生之港埠、貨物處理、船員工資及船舶維護所必需之燃、物料費用。

二、船舶發生共同海損後，為繼續共同航程所需之額外費用。

三、為共同海損所墊付現金百分之二之報酬。

四、自共同海損發生之日起至共同海損實際收付日止，應行收付金額所生之利息。

為替代前項第一款、第二款共同海損費用所生之其他費用，視為共同海損之費用。但替代費用不得超原共同海損費用。

第 115 條

共同海損因利害關係人之過失所致者，各關係人仍應分擔之。但不影響其他關係人對過失之負責人之賠償請求權。

第 116 條

未依航運習慣裝載之貨物經投棄者，不認為共同海損犧牲。但經撈救者，仍應分擔共同海損。

第 117 條

無載貨證券亦無船長收據之貨物，或未記載於目錄之設備屬具，經犧牲者，不認為共同海損。但經撈救者，仍應分擔共同海損。

value on the bases of at the time and place of loading, plus the cost of insurance and freight to be paid. Where the damaged cargo has been sold, The amount of a general average sacrifice shall be on the basis of the difference between the net proceeds of sale and the net assessed on the bases of the commercial invoice or at the time and place of loading.

3. The amount of a general average sacrifice for freight shall be assessed on the basis of the lessened or lost amount owing to the damage to or loss of the cargo. Provided however that any expenses therefore saved by the carrier shall be deducted.

Article 114

The following expenditures may be allowed as general average:

1. Port charges, cargo handling fees, seafarers' wages and necessary charges for fuel and materials for the maintenance of ship arose for preserving all the properties from common peril.

2. Any extraordinary expenses for continuing the voyage after the occurrence of the general average.

3. A commission of two percent of general average disbursements.

4. Interest accruing on the amount collectible for the general average from the date of occurrence of the general average until this sum was actually received.

Any extra expenses incurred in place of the expenses listed under sub-paragraphs 1 and 2 of the preceding paragraph shall be deemed as the general average expenditure. But the said substituted expenses shall not exceed the general average expenditure might have been incurred.

Article 115

General average shall still be borne by all parties concerns, though the general average may have been due to the fault of one of the parties, but this shall not prejudice any remedies which may be open to the other interested parties against the liable party for such fault.

Article 116

No jettison of cargo shall be allowed as general average, unless such cargo is carried in accordance with the recognized custom of trade. However the cargo jettisoned in case being salvaged shall nevertheless contribute to the general average.

Article 117

Cargo which covered neither by a bill of lading nor master's receipt, or the equipment and appurtenances not recorded in the ship's inventory, in case sacrificed, are not be allowed as general average. However the cargo sacrificed in case being salvaged shall nevertheless contribute to the general average.

第 118 條

貨幣、有價證券或其他貴重物品者，經犧牲者，除已報明船長者外，不認為共同海損犧牲。但經撈救者，仍應分擔共同海損。

第 119 條

貨物之性質，於託運時故意為不實之聲明，經犧牲者，不認為共同海損。但經保存者，應按其實在價值分擔之。
貨物之價值，於託運時為不實之聲明，使聲明價值與實在價值不同者，其共同海損犧牲之補償額以金額低者為準，分擔價值以金額高者為準。

第 120 條

船上所備糧食、武器、船員之衣物、薪津、郵件及無載貨證券之旅客行李、私人物品皆不分擔共同海損。
前項物品如被犧牲，其損失應由各關係人分擔之。

第 121 條

共同海損之計算，由全體關係人協議定之。協議不成時，得提付仲裁或請求法院裁判之。

第 122 條

運送人或船長對於未清償分擔額之貨物所有人，得留置其貨物。但提供擔保者，不在此限。

第 123 條

利害關係人於受分擔額後，復得其船舶或貨物之全部或一部者，應將其所受之分擔額返還於關係人。但得將其所受損害及復得之費用扣除之。

第 124 條

應負分擔義務之人，得委棄其存留物而免分擔海損之責。

Article 118

Currency, negotiable instruments or other valuable articles being sacrificed, unless having been well-declared to the shipmaster, are not be allowed as general average. However the cargo sacrificed in case to be salvaged shall nevertheless contribute to the general average.

Article 119

The cargo being sacrificed which nature was willfully mis-described at time of shipment shall not be allowed as general average. But such cargo shall remain liable to contribute upon their actual value, if saved.

The cargo being sacrificed which value have been wrongfully declared on shipment at a value which is different from their real value, shall be contributed for at the lower value, but shall contribute upon the higher value.

Article 120

Ship's food stores, weapons, crewmembers' clothing, wages and allowances, mails, and passenger's luggage and other personal belongings not covered by a Bill of Lading shall not contribute to general average.

The parties concerned shall contribute the loss for which and in the event the items as described in the preceding paragraph were so sacrificed.

Article 121

Adjustments to general average may be mutually agreed by all parties of interests. It may be submitted for arbitration, or brought to the court for adjudication in case no such agreement was attained.

Article 122

The carrier or shipmaster may detain his cargo against their owner who has not paid contribution to the general average. However, this provision is not applicable where a guarantee has been furnished.

Article 123

Any interested parties, who have received the reimbursements and the sacrificed ship or all or part of the cargo are later salvaged, shall refund the said reimbursement to the parties concerned, provided however that the damage suffered and the cost of such salvage may be deducted.

Article 124

The party obligates to contribute general average may abandon his property so saved to exempt himself from contributing the average.

第 125 條

因共同海損所生之債權，自計算確定之日起，經過一年不行使而消滅。

第七章 海上保險**第 126 條**

關於海上保險，本章無規定者，適用保險法之規定。

第 127 條

凡與海上航行有關而可能發生危險之財產權益，皆得為海上保險之標的。

海上保險契約，得約定延展加保至陸上、內河、湖泊或內陸水道之危險。

第 128 條

保險期間除契約另有訂定外，關於船舶及其設備屬具，自船舶起錨或解纜之時，以迄目的港投錨或繫纜之時，為其期間；關於貨物，自貨物離岸之時，以迄目的港起岸之時，為其期間。

第 129 條

保險人對於保險標的物，除契約另有規定外，因海上一切事變及災害所生之毀損滅失及費用，負賠償責任。

第 130 條

保險事故發生時，要保人或被保險人應採取必要行為，以避免或減輕保險標的之損失，保險人對於要保人或被保險人未履行此項義務而擴大之損失，不負賠償責任。

保險人對於要保人或被保險人，為履行前項義務所生之費用，負償還之責，其償還數額與賠償金額合計雖超過保險標的價值，仍應償還之。

保險人對於前項費用之償還，以保險金額為限。但保險金額

Article 125

Claims arising out of general average shall be extinguished if not duly exercised within a period of one year commencing from the date on which the adjustment is concluded.

Chapter VII : Marine Insurance**Article 126**

Except as otherwise provided for in this Chapter, the provisions of the Insurance Law, shall apply to the marine insurance.

Article 127

All rights or interests pertaining to property may expose to the perils incidental to the navigation of the sea may be the subject of a marine insurance.

A contract of maritime insurance may be extended to cover risks on land, inland rivers, lakes or any inland waterways.

Article 128

Unless otherwise stipulated in the contract, the period of insurance with respects to a ship, her equipment and appurtenances shall commence from the time of the anchor of the ship is weighted or her moorings are removed, until her anchor is dropped or her moorings are set at the port of destination; whereas the period of insurance with respect to cargo shall commence from the time the cargo leave the shore until the cargo landed at the port of destination.

Article 129

Unless otherwise stipulated in the contract, the insurer is liable for any damages, losses and expenses incurring to the subject of insurance caused by any accidents or calamities at sea.

Article 130

In case of incurring any loss insured, it is the duty of the purchaser or assured to take such measures as may be necessary to avert or minimize a loss of the subject matter insured. The insurer shall not be liable to the purchaser or insured for any consequent losses caused by the purchaser or insured failed to perform such duty.

The insurer shall reimburse the expenses incurred by the purchaser or assured for fulfilling his duty subject to the preceding paragraph even though the total sum of the said reimbursement and the indemnity of the insurance exceed the value of the subject matter insured.

The reimbursement paid by the insurer with regards to the expenses set forth in the preceding paragraph shall not exceed the amount

不及保險標之物之價值時，則以保險金額對於保險標的之價值比例定之。

insured. If the amount insured is less than the value of the subject matter insured, the amount recoverable hereunder shall be ascertained in proportion of the amount insured compared to the value of the subject matter insured.

第 131 條

因要保人或被保險人或其代理人之故意或重大過失所致之損失，保險人不負賠償責任。

Article 131

An insurer shall not be liable for the loss caused by the intentional act or gross negligence of the purchaser of the insurance or the assured or the agent of either.

第 132 條

未確定裝運船舶之貨物保險，要保人或被保險人於知其已裝載於船舶時，應將該船舶之名稱、裝船日期、所裝貨物及其價值，立即通知於保險人。

Article 132

If the ship in which the cargo is to be loaded has not been determined at the time of making the contract of insurance, the purchaser or insured shall, when he becomes aware that such cargo having been loaded on a ship, without delay despatch notice to the insurer of the name of the ship, the date of loading, the cargo being loaded and its value.

不為通知者，保險人對未為通知所生之損害，不負賠償責任。

If no such notice was despatched, the insurer would not be liable for any damages resulted therefore.

第 133 條

要保人或被保險人於保險人破產時，得終止契約。

Article 133

The purchaser or assured may terminate the contract when the insurer becomes bankrupt.

第 134 條

船舶之保險人以保險人責任開始之船舶價格及保險費，為保險價額。

Article 134

In the insurance of a ship, the insurable value shall be the value of the ship at the time when the liability of the insurer commences as well as the insurance premium.

第 135 條

貨物之保險以裝載時、地之貨物價格、裝載費、稅捐、應付之運費及保險費，為保險價額。

Article 135

In the insurance of cargo, the insurable value shall be the value of the cargo calculated at the time and place of loading, together with the expenses of loading, taxes, freight due and the insurance premium.

第 136 條

貨物到達時應有之佣金、費用或其他利得之保險以保險時之實際金額，為保險價額。

Article 136

In the insurance of prospective profit to the commissions, remuneration and any other pecuniary benefits acquired at the arrival of the cargo, the insurable value shall be the actual amount at the time of the insurance attached.

第 137 條

運費之保險，僅得以運送人如未經交付貨物即不得收取之運費為之，並以被保險人應收取之運費及保險費為保險價額。前項保險，得包括船舶之租金及依運送契約可得之收益。

Article 137

In the insurance of freight, the insurable value shall be the aggregate of the total amount of freight payable to the carrier and the insurance premium, whereas the insurable freight shall be limited to the uncollectible freight in case of the non-delivery of the cargo. The insurance mentioned in the preceding paragraph may include the charter hires for the ship and prospective profit to the contract of carriage.

第 138 條

貨物損害之計算，依其在到達港於完好狀態下所應有之價值，與其受損狀態之價值比較定之。

第 139 條

船舶部分損害之計算，以其合理修復費用為準。但每次事故應以保險金額為限。

部分損害未修復之補償額，以船舶因受損所減少之市價為限。但不得超過所估計之合理修復費用。

保險期間內，船舶部分損害未修復前，即遭遇全損者，不得再行請求前項部分損害未修復之補償額。

第 140 條

運費部分損害之計算，以所損運費與總運費之比例就保險金額定之。

第 141 條

受損害貨物之變賣，除由於不可抗力或船長依法處理者外，應得保險人之同意。並以變賣淨額與保險價額之差額為損害額，但因變賣後所減省之一切費用，應扣除之。

第 142 條

海上保險之委付，指被保險人於發生第一百四十三條至第一百四十五條委付原因後，移轉保險標的物之一切權利於保險人，而請求支付該保險標的物全部保險金額之行為。

第 143 條

被保險船舶有下列各款情形之一時，得委付之：

- 一、船舶被捕獲時。
- 二、船舶不能為修繕或修繕費用超過保險價額時。
- 三、船舶行蹤不明已逾二個月

Article 138

The measure of damages to the cargo is in comparison with as the value of the cargo in its damaged condition bears to the value which it would had in a sound condition at the port of arrival.

Article 139

The measure of partial loss of a ship is subject to the reasonable costs of repairs, but not exceeding the amount insured in respect of any one casualty.

The amount of indemnification for the ship with partial loss but has not been repaired, is limited to the depreciation in the market value of the ship arising from the unrepaired loss, but not exceeding the reasonable estimated cost of repairing such loss.

Where, during the period of the insurance, a partial loss, which has not been repaired is followed by a total loss, there shall not be entitled to claim for damages to the unrepaired partial damage mentioned in the preceding paragraph.

Article 140

The measure of a partial loss of freight is such proportion of the amount insured as the proportion of the freight lost bears to the whole freight.

Article 141

The damaged cargo could only be sold with the consent of the insurer unless there is subject to a force majeure or done by the shipmaster acting in accordance with the relevant laws and regulations. The measure of damages shall be the difference between the net proceeds of the sale and the insured value, after deducting any arising expenses that could have been saved by the sale.

Article 142

Abandonment in marine insurance means an act of the assured, where incurring the cases as provided in Articles 143 to 145, transfers all the rights and interests of the subject-matter insured to the insurer and demand the full amount insured of the subject-matter insured.

Article 143

In the following cases, the insured may abandon the ship insured:

1. if the ship has been captured.
2. if the ship has become unrepairable or the total repair cost exceeds the value insured.
3. if the ship is missing for more than two months;

時。

四、船舶被扣押已逾二個月仍未放行時。

前項第四款所稱扣押，不包含債權人聲請法院所為之查封、假扣押及假處分。

第 144 條

被保險貨物有下列各款情形之一時，得委付之：

一、船舶因遭難，或其他事變不能航行已逾二個月而貨物尚未交付於受貨人、要保人或被保險人時。

二、裝運貨物之船舶，行蹤不明，已逾二個月時。

三、貨物因應由保險人負保險責任之損害，其回復原狀及繼續或轉運至目的地費用總額合併超過到達目的地價值時。

第 145 條

運費之委付，得於船舶或貨物之委付時為之。

第 146 條

委付應就保險標之物之全部為之。但保險單上僅有其中一種標之物發生委付原因時，得就該一種標之物為委付請求其保險金額。

委付不得附有條件。

第 147 條

委付經承諾或經判決為有效後，自發生委付原因之日起，保險標之物即視為保險人所有。

委付未經承諾前，被保險人對於保險標之物之一切權利不受影響。保險人或被保險人對於保險標之物採取救助、保護或回復之各項措施，不視為已承諾或拋棄委付。

第 148 條

委付之通知一經保險人明示承諾，當事人均不得撤銷。

4. if the ship has been under arrest for more than two months and not released.

The arrest mentioned in the preceding sub-paragraph 4 does not include the seizure, provisional arrest and injunction may be applied by claimant by way of a court order.

Article 144

In the following cases, the insured may abandon the cargo insured:

1. The ship has become unable to navigate due to disaster or other accident for more than two months and the cargo has not yet delivered to the consignee, the purchaser of insurance or the assured.

2. if the carrying ship is missing for more than two months.

3. if the aggregated costs of restoring the damage, for which the insurer is liable to, and continuing or forwarding the cargo to their destination would exceed their value on destination.

Article 145

Abandonment of freight may be effected upon the abandonment of the ship or the cargo.

Article 146

Abandonment shall be effected with respects to the whole of the subject matter insured; provided that, if one of the subject-matters covered under the policy was to conform any cases of abandonment, the insured may abandon that particular subject-matter and claim its amount insured thereof.

Abandonment shall be unconditional.

Article 147

Where an abandonment was valid by way of acceptance or judgment, the subject matter insured is deemed to be owned by the insurer from the date on which the cause of abandonment occurred.

The insured's rights and interests on the subject matter insured shall not prejudice before the abandonment has been accepted.

Measures taken by the insurer or the assured with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment.

Article 148

Where notice of abandonment is expressly accepted by the insurer, the abandonment is irrevocable by the parties.

第 149 條

要保人或被保險人，於知悉保險之危險發生後，應即通知保險人。

Article 149

The purchaser or assured shall immediately give notice to the insurer once he is aware of the occurrence of risks insured.

第 150 條

保險人應於收到要保人或被保險人證明文件後三十日內給付保險金額。

保險人對於前項證明文件如有疑義，而要保人或被保險人提供擔保時，仍應將保險金額全部給付。

前項情形，保險人之金額返還請求權，自給付後經過一年不行使而消滅。

Article 150

The insurer shall pay the insured amount within thirty days from the date of receiving the supporting documents submitted by the purchaser or the assured.

The insurer shall still pay the full insured amount even if there have any doubt on the supporting documents mentioned in the preceding paragraph and once the purchaser or assured have furnished a guarantee.

With regards to the circumstances mentioned in the preceding paragraph, the rights of the insurer to claim for a refund of the payment shall be extinguished if not duly exercised upon a lapse of one year after the payment is made.

第 151 條

要保人或被保險人，自接到貨物之日起，一個月內不將貨物所受損害通知保險人或其代理人時，視為無損害。

Article 151

Where the purchaser or assured failed to dispatch notice the insurer or his agent of the damage to the cargo after one month from the date of the cargo were received, the cargo shall be deemed as without loss.

第 152 條

委付之權利，於知悉委付原因發生後，自得為委付之日起，經過二個月不行使而消滅。

Article 152

The right of abandonment shall be extinguished if not duly exercised within two months counting from the date on which abandonment may be effected after the occurrence of the cause of abandonment is known.

第八章 附則

Chapter VIII : Supplementary Provisions

第 153 條

本法自公布日施行。

本法中華民國九十八年六月十二日修正之條文，自九十八年十一月二十三日施行。

Article 153

This Code shall come into force from the date of promulgation.

The Articles amended on June 12, 2009 shall come into force from November 23, 2009.