

中国船东互保协会文件

中船保董〔2024〕4号

关于修改协会保险条款的通知

各会员公司：

2024年1月19日，中国船东互保协会第十三届会员大会第三次会议（特别）审议并通过了《关于修改协会2024保险年度保险条款的提案》。新的保险条款中第三条和第四条及与之有关的条款自2024年2月20日格林威治标准时间12时起实施；第五条及与之有关的条款追溯自2024年1月1日北京时间零时起实施。

特此通知。

附件：协会2024保险年度保险条款修改表



抄送：协会经理机构领导

中国船东互保协会

2024年1月19日印发

附件

协会 2024 保险年度保险条款修改表

中文条款	英文条款	修改说明
<p>1. 第三条 赔偿险承保风险</p> <p>对第三条（十六）货物责任的但书进行修改，增加下划线字部分内容：</p> <p>（十六）货物责任</p> <p>但是：……</p> <p>3）除外责任</p> <p>除非董事会另作决定，并以此为限，本协会对于由于以下情况所产生的任何责任、开支或费用不负赔偿责任：</p> <p>……</p> <p><u>(8) 会员同意放弃或限制其根据中国海商法或海牙规则或海牙-威斯比规则或强制性适用法律在运输合同下本可享有的追索权。</u></p>	<p>1. Rule 3 – Protection & Indemnity Risks Covered</p> <p><i>Amend Section 16 Cargo Liabilities proviso by addition of the words in underlined type indicated below:</i></p> <p>Section 16 Cargo Liabilities</p> <p>PROVIDED ALWAYS that...</p> <p>c. Exclusions from cover</p> <p>Unless and to the extent that the Directors in their discretion otherwise decide there shall be no recovery from the Association in respect of liabilities, costs or expenses arising out of:</p> <p>...</p> <p><u>viii. the Memebr’s agreement to waive or limit rights of recourse that would otherwise have been available to the Member under the contract of carriage in accordance with Maritime Code of the People’s Republic of China or Hague Rules or Hague Visby Rules or mandatorily applicable law.</u></p>	<p>参考国际保赔协会的规定和修改，结合实际情况，调整有关规定。</p>
<p>2. 第八条 通用规则</p> <p>对第八条第（四）款第 5 项进行修改，增加下划线字部分内容，删除带删除线部分的内容：</p> <p>（四）除外责任</p> <p>5. 救助船、钻探船、挖掘船及其他船、特殊作业、潜水作业等产生的某些责任、开支和费用</p> <p>对会员因此类入会船从事下述作业所产生的责任、开支和费用，除非会员与经理机构根据第六条或第七条规定达成书面特别保险协议，并以此为限，否则本协会</p>	<p>2. Rule 8 – Conditions, Exceptions and Limitations</p> <p><i>Amend Rule 8D by addition of the words in underlined type and by deletion of the words indicated below:</i></p> <p>D. Exclusions</p> <p>v. Exclusion of certain liabilities, costs and expenses of salvage ships, drilling ships, dredgers and others, specialist operation, diving etc.</p> <p>Unless and to the extent that special cover shall have been agreed in writing between a Member and the Managers in accordance with the provisions of Rules 6</p>	<p>参考国际保赔协会的规定和修改，结合实际情况，调整有关规定。</p>

<p>不负赔偿责任：</p> <p>5) <u>锚泊和膳宿供应船上人员非海事人员</u></p> <p>会员产生的与以下任何人员有关的责任、开支和费用：</p> <p>(1) <u>在入会船（用作油气勘探或生产工作的膳宿供应船）上的人员（非船员），该等人员非被会员雇佣，非受会员雇佣的人员（非船员），且入会船在为该类人员提供与其在油、气勘探或开发设施上作业有关的膳宿，且除非其雇主与会员间也无达成经管理机构同意的该风险的契约性分担；或.....</u></p>	<p>or 7, the Association shall not be liable for any claim relating to:</p> <p>...</p> <p>(v) Non-marine personnel</p> <p>Liabilities, costs and expenses incurred by a Member in respect of:</p> <p>a. personnel (other than marine crew) on-board the entered ship, employed otherwise than by the Member, where the entered ship is providing accommodation to such personnel in relation to their employment on or about an oil <u>or</u> gas exploration or production facility, unless a contractual allocation of such risk has been approved by the Managers; or...</p>	
<p>3. 第十条 共同入会保险及船队入会保险</p> <p>对第十条进行修改，增加下划线字部分内容，删除带删除线部分的内容：</p> <p>（一）如果某船以数人的名义或代表数人（“共同入会会员”）投入本协会入会保险，则有关每一共同入会会员均有权从本协会获得赔偿以及本协会有权向全体共同入会会员收取互助会费或固定会费的条款，应作为全体共同入会会员与管理机构书面同意的条款。</p> <p>.....</p> <p><u>（六）就本条而言，共同入会会员之间的责任不因根据本条款提供保险而被排除或解除。就任何责任、损失、开支及费用向任一共同入会会员支付的任何款项，只能作为赔偿而非排除或解除该共同入会会员之间的责任。</u></p> <p><u>（六七）</u> 船队入会保险</p> <p>当数条船舶由一个或数个会员加入本协会保险，且管理机构书面同意该数条船舶按一个船队入会保险来处理时，如果该数条船舶由数个会员加入本协会保险，则该数个会员应对有关该项入会保险而应付本协会的所有会费、摊款或其他款项的支付承担连带责任。就本款下的保险而言，该数个会员应被视为是一个单个会员，该</p>	<p>3. Rule 10 – Joint Entries and Fleet Entries</p> <p><i>Amend Rule 10 by addition of the words in underlined type and by deletion of the words indicated below:</i></p> <p>A. If a ship shall be entered in the names of or on behalf of more persons than one (hereinafter referred to as “Joint Members”) the terms upon which each Joint Member shall be entitled to recover losses from the Association and upon which the Association shall be entitled to recover Calls or Fixed Premiums from the Joint Members shall be such as may be agreed in writing between the Joint Members and the Managers.</p> <p>...</p> <p><u>F. For the purpose of this Rule, the liability of Joint Members to each other shall not be excluded nor discharged by reason of the provision of insurance pursuant to Rule 10. Any payment to one of the Joint Members in respect of any liabilities, losses, costs and expenses shall operate only as satisfaction but not exclusion or discharge of the liability of Joint Members to each other.</u></p> <p>FG. Fleet entries</p> <p>Where more than one ship is entered by one or more Members and the Managers agree in writing that those ships will be treated as a single fleet for the purpose of insurance in the Association, those Members, if more than one, shall be jointly and severally liable for payment of all Calls, Premiums, contributions or other sums due to the Association in respect of such entry,</p>	<p>参考国际保赔协会的规定和修改，结合实际情况，调整有关规定。</p>

<p>数条船舶应被视为是代表该单个会员在本协会入会保险。本条上述第（一）款至第（五六）款的相关规定，也应适用于本款规定的船队入会保险。</p> <p>（七八）本条款下所提供的保险应……</p>	<p>and for the purpose of the same shall be deemed to be a single Member and the entered ships deemed to be entered on that single Member's behalf. The relevant provisions of the paragraphs [A] to [EF] shall apply to the entry specified in this paragraph [FG].</p> <p>GH. The cover afforded under this Rule shall...</p>	
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