

# 中国船东互保协会文件

中船保董〔2022〕3号

## 关于修改协会保险条款的通知

各会员公司：

2022年1月18日，中国船东互保协会第十二届会员大会第十二次会议（特别）审议并通过了《关于修改协会2022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2022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2022年1月1日北京时间零时起实施。

特此通知。

附件：协会2022保险年度保险条款修改表



# 附件

## 协会 2022 保险年度保险条款修改表

中文条款	英文条款	修改说明
<p><b>1. 第四条 抗辩险承保风险</b></p> <p>对第四条附则进行修改，增加下划线字部分内容，删除带删除线部分的内容：</p> <p><b>第四条 附则：</b></p> <p>.....</p> <p>8. 经理机构可以在任何时候加诸其认为合适的条款以作为其支持会员对某个案抗辩的条件...</p> <p>9. 对于本协会支持的任一案件，会员应当向本协会支付其根据任何判决、裁决或和解取回的全部开支和费用。如果任何索赔、争议或诉讼通过和解或调解等方式达成了一次性的解决方案，本协会有权行使独立的自由裁量权要求会员从其已经获得偿付的金额中向本协会支付上述费用、成本和开支的合理金额。</p> <p>910. 如入会船已投保第三条保赔险，对可根据第三条获得赔偿的开支和费用，会员无权根据本第四条获得赔偿。</p>	<p><b>1. Rule 4 – Freight, Demurrage &amp; Defence Risks Covered</b></p> <p><i>Amend Appendixes to Rule 4 by addition of the words in underlined type and by deletion of the words indicated below:</i></p> <p><b>Appendixes to Rule 4</b></p> <p>.....</p> <p>H. The Managers may at any and all times impose such terms as a condition of supporting a Member in any particular case as they think fit...</p> <p><u>I. The Member shall account to the Association for all costs and expenses recovered by any order, award or settlement in every case supported by the Association. If any claims, disputes or proceedings are settled or compromised for a lump sum, the Association shall be entitled to recover from the Member such reasonable sum as the Association may in its sole discretion determine as being attributable to costs.</u></p> <p><del>H.</del> The Member shall not be entitled to recover costs and expenses under Rule 4 that would have been recoverable under Rule 3 had the ship been so insured.</p>	<p>明确协会与会员的相关权利和义务，确保条款规定与实务操作相一致，并与国际保赔协会的规定保持一致。</p>
<p><b>2. 第八条 通用规则</b></p> <p>对第八条第（四）款除外责任第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><b>2. Rule 8 – Conditions, Exceptions and Limitations</b></p> <p><i>Amend Rule 8 - D. Exclusions -v. Exclusion of certain liabilities, costs and expenses of salvage ships, drilling ships, dredgers and others, specialist operation, diving etc. by addition of the words in underlined type and by deletion of the words indicated below:</i></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>(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>.....</p> <p>4) 废料处置及潜水作业</p> <p>因下列事由引起的任何索赔所产生的责任、开支和费用：</p> <p>.....</p> <p>(2) 会员使用潜水艇、<del>微型潜水艇</del>、或潜水钟或遥控潜水器实施的作业；或</p> <p>.....</p> <p>5) 锚泊和膳宿供应船上人员</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) 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，且其雇主与会员间也无经经理机构同意的风险的契约性分担；或</p> <p>(2) .....</p>	<p><b>D. Exclusions</b></p> <p>v. <b>Exclusion of certain liabilities, costs and expenses of salvage ships, drilling ships, dredgers and others, specialist operation, diving etc.</b></p> <p>.....</p> <p>(iv) Waste disposal and sub-sea activities</p> <p>Liabilities, costs and expenses incurred by a Member in connection with any claim arising out of:</p> <p>.....</p> <p>b. the operation by the Member of submarines, mini-submarines, <del>or</del> diving bells <u>or remotely operated underwater vehicles</u>; or</p> <p>.....</p> <p>(v) Non-marine personnel</p> <p>Liabilities, costs and expenses incurred by a Member in respect of:</p> <p>a. <del>personnel (other than marine crew) on board the entered ship, (being used as an accommodation vessel) there has not been a contractual allocation of risks as between the Member and the employer of the personnel which has been approved by the Managers; or</del> <u>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 gas exploration or production facility, unless a contractual allocation of such risk has been approved by the Managers; or</u></p> <p>b. ....</p>	
<p><b>3. 第八条 通用规则</b></p> <p>对第八条第（七）款停泊退费进行修改，增加下划线字部分的内容：</p> <p><b>(七) 停泊退费</b></p> <p>如果未载运货物且停止服务的入会船自其在停泊港口或地点最后抛锚时起连续安全停泊30 天以上（该期间从船舶到达之日起计算到离开之日止，到达之日与离开之日仅按一日计算），会员有权获得</p>	<p><b>3. Rule 8 – Conditions, Exceptions and Limitations</b></p> <p><i>Amend Rule 8 – G. Lay Up by addition of the words in underlined type indicated below:</i></p> <p><b>G. Lay Up</b></p> <p>If an entered ship shall be without cargo and out of service and so remain safely laid up for a period of 30 or more consecutive days after finally mooring at her port or place of lay up (such period being computed from the day of arrival to the day of departure, only one</p>	<p>明确停泊退费的有关限制，确保条款规定与实务操作相一致，并与国际保赔协会的规定保持一致。</p>

<p>第三条所述的保赔险净会费返还，具体如下：</p> <p>1. ....</p> <p>2. ....</p> <p>但以下列条件为限：</p> <p>1) 除非经理机构另有书面同意，如果船舶在停泊期间进行了有关作业、修理、整修和保养（但在停泊地点仅为船舶的安保所需的作业、修理、整修和保养除外），则会员无权按照上述1或2的规定获得退费；</p> <p>2) .....</p>	<p>being included) the Member shall be allowed a return of Net Premium in respect of P&amp;I cover as referred in Rule 3 as follows:</p> <p>i. ....</p> <p>ii. ....</p> <p>PROVIDED ALWAYS that</p> <p>(i) unless otherwise agreed in writing by the Managers, there shall be no entitlement to any return of Net Premium, under this sub-rule [i] or [ii] if any works, repairs, refit or maintenance have been or are carried out upon the ship during the period of lay up, other than those required solely for the ship's safety or security at her place of lay up;</p> <p>(ii) .....</p>	
<p><b>4. 第八条 通用规则</b></p> <p>对第八条第（十七）款制裁风险第1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><b>（十七）制裁风险</b></p> <p>1. 除非经理机构另有决议，任何由会员营运的船舶若从事任何运输、贸易或航程，而该运输、贸易或航程以任何方式<u>可能违反有关适用法律，或使协会面临受到有关适用法律制裁的风险，则本协会不承保该船舶。前述适用法律包括但不限于任何国家、国际组织或超国家组织实施的任何经济、金融或贸易制裁的禁令和要求。成为或将要成为任何国家、国际组织或其他主管当局任何形式的制裁、禁令、限制或打压行为的对象或遭受此类风险，则本协会不承保该船舶。</u></p> <p>2. ....</p>	<p><b>4. Rule 8 – Conditions, Exceptions and Limitations</b></p> <p><i>Amend Rule 8 – Q. Sanction Risk by addition of the words in underlined type and by deletion of the words indicated below:</i></p> <p><b>Q. Sanction Risk</b></p> <p>i. Unless the Managers otherwise determine, there is no cover in respect of an insured vessel being employed by the Member in a carriage, trade or on a voyage which thereby in any way howsoever may <u>result in a violation of</u>, or expose the Club to the risk of being or becoming subject to <u>any applicable law including, but not limited to, the prohibitions and requirements of any economic, financial, or trade sanctions administered by any State or international or supranational organization.</u> <del>any sanction, prohibition, restriction or adverse action in any form whatsoever by any state or international organisation or other competent authority.</del></p> <p>ii. ....</p>	<p>参考国际保赔协会的规定和修改，结合实际情况，调整制裁风险的规定。</p>

<p><b>5. 第二十五条 停止保险</b></p> <p>对第二十五条第（一）款第2项6）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）下列任一事件一旦发生，本协会对会员加入或代表其加入本协会入会保险的所有船舶的保险立即停止：</p> <p>.....</p> <p>2. 当会员为公司时：</p> <p>.....</p> <p>6) 尽管有下述7) 的规定，在不损害该规定的情况下，当经理机构认为对某一会员的保险将使或可能使协会或其会员成为面临违反或受到任何国家或国际组织的任何形式的制裁、禁令或打击的<u>风险对象</u>时，经理机构可以决定发出书面通知，以终止该会员在协会的保险；</p> <p>7) .....</p>	<p><b>5. Rule 25 – Cesser of Insurance</b></p> <p><i>Amend Rule 25 A ii (vi) by addition of the words in underlined type and by deletion of the words indicated below:</i></p> <p>A. A Member shall forthwith cease to be insured by the Association in respect of any and all ships entered by him or on his behalf upon the happening of any of the following events:</p> <p>.....</p> <p>ii. Where the Member is a corporation,</p> <p>.....</p> <p>(vi) Notwithstanding and without prejudice to (vii) below, if the Managers, on such notice in writing as they may decide, terminate the entry of a Member where the Member’s continuing entry will expose or may, in the opinion of the Managers, expose the Association or any of its Members to the risk of <del>being</del> <u>violating</u> or becoming subject to any sanction, prohibition or adverse action in any form whatsoever by any State or International Organization,</p> <p>(vii) .....</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>
--	---	--------------------------------------