



中国船东互保协会
China Shipowners Mutual Assurance Association

21 January 2025

TO THE MEMBERS,

CONFIRMATION OF PASSING OF AMENDMENTS TO THE RULES

At the Special General Meeting of the Members of the Association held on 20 January 2025 in Shanghai, the proposed amendments to the Rules of China Shipowners Mutual Assurance Association were adopted.

The amendments to Rule 3, Rule 4 and relevant provisions shall come into effect from noon Greenwich Mean Time on 20 February 2025. The amendments to Rule 5 and relevant provisions came into effect retroactively from midnight Beijing Time on 1 January 2025.

Yours faithfully,



China Shipowners Mutual Assurance Association

Appendix

Amendments to the Rules of China Shipowners Mutual Assurance Association

中文条款	英文条款	修改说明
1. 第三条 保险承保风险 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，删除带删除线部分的内容： （十六）货物责任 但是： 1）<u>适用中国海商法或其他有关货物运输的规则海牙规则和海牙一维斯比规则</u> 除非董事会另作决定，或经理机构书面同意给予特别保险，并以此为限，本协会对如果货物<u>以适用中国海商法有关规定的合同进行运输，或</u>以并入了有关承运人责任不比海牙规则或海牙一维斯比规则<u>对承运人不利</u>的<u>合同</u>条款进行运输便不会产生责任或不必支付的费用不负赔偿责任，<u>但如果并入了有关承运人责任比海牙规则或海牙一维斯比规则对承运人不利的合同条款仅因强制性法律适用的情况除外</u>。 2）绕航 ... 本款所指绕航，系指使会员丧失如入会船未发生绕航其根据上述但书1）所提及的<u>海商法或</u>规则本可享有的旨在降低或减少其责任的抗辩权利或责任限制权利的入会船偏离合同约定航线或航程。	1. Rule 3 – Protection & Indemnity Risks Covered <i>Amend Section 16 Cargo Liabilities proviso by addition of the words in underlined type and by deletion of the words indicated below:</i> Section 16 Cargo Liabilities PROVIDED ALWAYS that a. Maritime Code of the People's Republic of China or other rules relating to carriage of goods <u>Hague Rules or Hague-Visby Rules</u> Unless and to the extent that the Directors otherwise decide, or special cover has been agreed in writing by the Managers, there shall be no recovery from the Association in respect of liabilities which would not have been incurred or sums which would not have been payable by the Member if the cargo had been carried under a contract applying to the provisions of Maritime Code of the People's Republic of China or under a contract incorporating terms no less favourable to the carrier than the Hague Rules or Hague-Visby Rules, <u>save where the contract of carriage is on terms less favourable to the carrier than the Hague or Hague-Visby rules solely because of the relevant terms of carriage being of mandatory application.</u> b. Deviation ... The deviation referred to in this proviso [b] means a departure from the contractually agreed voyage or adventure which deprives the Member of the right to rely on defences or rights of limitation which would otherwise have been available to him on the basis of the	参考国际保赔协会的规定，结合实际情况，调整有关表述。

3) 除外责任 (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—维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。 4) 舱面货 本协会对货物因载于舱面而产生的灭失、损坏或其他赔偿责任不负责任, 除非经理机构认为该货物及入会船适于舱面运输, 且提单或其他运输合同: (1) 载明货物载于舱面, 并规定承运人对该货物的灭失、损坏不负责任, 或规定承运人对该货物享有不低于海牙规则或海牙—维斯比规则规定的权利、免责和责任限制; 或 (2) 载明货物载于舱面, 并规定承运人对货物运输的责任适用中国海商法; 或 (3) 适当地规定承运人有权将货物载于舱面, 且规定承运人对载于舱面的货物责任适用中国海商法, 或适用有关承运人的权利、免责和责任限制不低于海牙规则或海牙—维斯比规则规定的条款。 7) 会员的财产 如果在入会船上遭受灭失或损坏的任何货物系会员的财产, 该会员仍有权向本协会取得赔偿, 赔偿数额相同于假定该货物属于第三者, 且该第三者已与会员就该货物根据本款上述但书1) 所规定的海商法或规则签订了运输合同, 该第三者可向会员获得赔偿的数额。	provisions of Maritime Code or the rules referred to in proviso [a] above to reduce or eliminate his liability. c. Exclusions from cover viii. the Member'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. d. Deck cargo There shall be no recovery from the Association in respect of any loss, damage or other responsibilities arising out of the carriage of cargo on deck unless the cargo and the entered ship are, in the opinion of the Managers, suitable for carriage on deck and the bill of lading or other contract of carriage: i. states that the cargo is carried on deck and either provides that the carrier is free from all liability for loss of or damage to cargo, or provides that the carrier has the rights, immunities and limitations no less favourable than those contained in the Hague Rules or the Hague-Visby Rules; or ii. states that the cargo is carried on deck and provides that the provisions of Maritime Code of the People's Republic of China apply to such carriage; or iii- appropriately provides that the carrier has the liberty to carry cargo on deck and either provides that the provisions of Maritime Code of the People's Republic of China or the terms, in respect of the rights, immunities and imitations of the carrier, no less favourable than those contained in the Hague Rules or the Hague-Visby Rules shall apply to such cargo. g. Property of the Member In the event that any cargo lost or damaged on board the entered ship shall be the property of the Member, such Member shall be entitled to recover from the Association the same amount as would have been recoverable from him if the cargo had belonged to a third party and that third party had concluded a contract of carriage of the cargo with the Member on the terms of Maritime Code or the rules referred to in proviso [a]	
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	of this Section above.	
2. 第三条 保险承保风险 对第三条及第三条附则进行修改, 增加下划线字部分内容, 删除带删除线部分的内容: 除非会员与经理机构另达协议, 本协会根据本第三条承保会员下列第(一)至(二十五)款规定的风险。但此项保险应符合下述条件: ... 3. 除非会员与经理机构另达协议, 会员从本协会取得的赔偿应扣除<u>入会证书载明本条附则2规定的免赔额。</u> <u>4. 如某一事故、事件或事情导致会员对协会有多项索赔时, 这些索赔合计只需扣除其中最高的单项免赔额。</u> ... 第三条 附则: <u>2. 免赔额</u> 除非会员与经理机构另达协议, 并以此作为船舶在本协会入会保险的条款, 会员从本协会获得的有关赔偿应扣除下述免赔额:— <u>1) 船员伤、病、亡</u> 根据第三条第(一)款提出的有关船员伤、病、亡的索赔应扣除每人每次靠港 500 美元免赔额, 同一船员因为同一病因或伤情挂靠两个或两个以上港口就医的, 对相关病情的索赔总额仅扣除一个免赔额。— <u>2) 旅客伤、亡、病</u> 根据第三条第(二)款第3项提出的有关旅客伤、亡、病的索赔的免赔额为每位旅客 500 美元。— <u>3) 货物索赔和货方共同海损分摊</u> 根据第三条第(十六)款或第(十八)款提出的货物索赔或未能向货方取得的共同海损分摊索赔的免赔额为每航次 1000 美元。在任一航次中发生第(十六)款和第(十八)款规定的索赔, 其赔付总额仅	2. Rule 3 – Protection & Indemnity Risks Covered <i>Amend Rule 3 and Appendixes to Rule 3 by addition of the words in underlined type and by deletion of the words indicated below:</i> Unless otherwise agreed between a Member and the Managers, the risks covered by the Association under Rule 3 are as set out in Sections 1 to 25 below, provided always as follows: ... C. Unless otherwise agreed between a Member and the Managers, a Member's recovery from the Association shall be subject to the deductibles set out in <u>the Certificate of Entry Appendix B to Rule 3.</u> <u>D. Where a casualty, event or matter gives rise to more than one claim recoverable by the Member from the Association, those claims in the aggregate shall bear only the highest of the deductibles applicable to any of those claims.</u> ... Appendixes to Rule 3 <u>B. Deductibles</u> Unless otherwise agreed between the Member and the Managers as part of the terms upon which the ship is entered in the Association, the Member's recovery from the Association shall be subject to the Following deductibles:— <u>i. Personal injury, illness or death of seaman</u> Claims under Section 1 of Rule 3 relating to personal injury, illness or death of any seaman shall be limited to the excess of US\$500 in any one port each time the ship calls at that port, unless claims at two or more ports arise out of the same injury or illness in which case the deductible will only be applied once to the aggregate of those claims. <u>ii. Passenger's personal injury, illness or death</u> Claims under Section 2 [C] of Rule 3 relating to personal injury, illness or death of passenger on board an entered ship shall be limited to the excess of US\$500 each person.	明确免赔额的有关规定, 确保条款规定与实务操作相一致, 并参考国际保赔协会的规定和修改, 调整有关规定。

扣除一个免赔额，免赔额为每航次1000美元。 4) 罚款 根据第三条第（二十）款提出的污染罚款索赔的免赔额为每事件500美元；其他罚款索赔的免赔额为每次靠港500美元。	iii. Cargo claims and cargo's proportion of general average Cargo claims or cargo's proportion of general average under Sections 16 or 18 of Rule 3 shall be limited to the excess of US\$1,000 each single voyage. The deductible of US\$1,000 will only be applied once to the aggregate of the claims under Sections 16 and 18 on each single voyage. iv. Fines Claims under Section 20 of Rule 3 shall be limited to the excess of US\$500 any one event in the case of fines for pollution, and US\$500 each port (each time the ship calls at that port) in the case of all other fines.	
3. 第八条 通用规则 对第八条第（四）款第8项进行修改，增加下划线字部分内容： （四）除外责任 8. 无纸贸易 协会不承担使用除协会经理机构书面确认的电子贸易系统外的任何电子贸易系统所产生特有的那些责任、费用和损失，即如使用纸制贸易系统便不会产生的责任、费用和损失（协会对此具有唯一的裁决权）。 就本条款而言： 1）电子贸易系统是指用于货物买卖和/或海上货物运输或部分海上货物运输或其他运输方式，以替代或意欲替代纸制文件的系统，且这些文件为： （1）物权凭证，或 （2）使持有人有权接受或占有此文件中所指的货物，或 （3）运输合同的证明，运输合同当事人凭此合同可将其权利和义务转让给第三方。 2）“文件”是指记录了任何名目信息的任何载体，包括但不限于计算机或其他电子方式生成的信息。 <u>3）符合以下情况的电子贸易系统可视为获得确认：</u> <u>（1）该系统符合联合国国际贸易法委员会《电子可转让记录示范法》或英国《2023年电子贸易单证法》的规定，且其可靠性</u>	3. Rule 8 – Conditions, Exceptions and Limitations <i>Amend Rule 8D by addition of the words in underlined type indicated below:</i> D. Exclusions viii. Paperless Trading There shall be no recovery from the Association in respect of liabilities, losses, costs and expenses arising from the use of any electronic trading system, other than an electronic trading system approved by the Managers in writing, to the extent that such liabilities, losses, costs and expenses would not (save insofar as the Association in its sole discretion otherwise determines) have arisen under a paper trading system. For the purposes of this paragraph, (i) an electronic trading system is any system which replaces or is intended to replace paper documents used for the sale of goods and/or their carriage by sea or partly by sea and other means of transport and which: a. are documents of title, or b. entitle the holder to delivery or possession of the goods referred to in such documents, or c. evidence a contract of carriage under which the rights and obligations of either of the contracting parties may be transferred to a third party. (ii) a “document” shall mean anything in which information of any description is recorded including, but not limited to, computer or other electronically generated information.	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。

<u>由以下证据证明：</u> <u>i. 独立第三方机构的审计；或</u> <u>ii. 监督、监管或认证机构或适用的自愿性计划的声明；或</u> <u>iii. 适用的行业标准；并且</u> <u>（2） 在该系统下生成的任何电子文件，如果履行了第 1）款（1）-（3）项所述的功能，根据其适用法律，与履行相同功能的纸质文件具有同等效力。</u>	<u>(iii) an electronic trading system shall be deemed approved, provided:</u> <u>a. it is a reliable system in accordance with the UNCITRAL’s Model Law on Electronic Transferable Records or the Electronic Trade Documents Act 2023 of the United Kingdom and the reliability of that system is evidenced by:</u> <u>(a) an audit by an independent body; or</u> <u>(b) a declaration by a supervisory, regulatory or accreditation body or applicable voluntary scheme; or</u> <u>(c) applicable industry standards; and</u> <u>b. any electronic document generated thereunder, which performs the functions specified in paragraph (i) a-c, has the same effect under its applicable law as a paper document performing those functions.</u>	
4. 第九条 入会保险申请及告知义务 对第九条进行修改，增加下划线字部分内容： ... <u>（四）会员有义务披露与入会船舶相关的任何重要信息的变更情况，包括但不限于以下方面的变更：船舶管理人、船旗、船级社、负责船舶航行有关证书的政府主管机构、船员国籍、船舶航行或作业区域、船舶航行或经营的方式。根据会员披露或应披露而未披露的入会船舶重要信息的变更情况，协会经理机构可以从会员披露或应披露而未披露的入会船舶重要信息的变更之日起，修改其预计总会费费率或其入会保险条款，或终止其入会保险。</u> <u>（四五）</u> 经理机构有权拒绝接受某船在本协会入会保险，且不必说明任何理由，不论提出此项申请的申请人是否是本协会会员。	4. Rule 9 – Applications for insurance and disclosure <i>Amend Rule 9 by addition of the words in underlined type indicated below:</i> ... <u>D. The Member is obliged to disclose any change in any material information relating to an entry including, but not limited to, change of: management, flag, classification society, government authority responsible for Ship certification for the trade in question, nationality of crew, trading or operating area or nature of trade or operation. Upon such disclosure, or failure to disclose, the Managers may amend the Member’s Estimated Total Call Rate or terms of entry, or terminate the entry in respect of such Ship with effect from the time of disclosure or failure to disclose.</u> DE. The Managers shall be entitled, in their discretion and without assigning any reason, to refuse any application for the entry of a ship for insurance in the Association whether or not the applicant Owner of such ship is a Member of the Association.	参考国际保赔协会的规定，结合实际情况，调整有关规定。