

中国船东互保协会文件

中船保董〔2026〕3号

关于修改协会保险条款的通知

各会员公司：

2026年1月20日，中国船东互保协会第十三届会员大会第七次会议（特别）审议并通过了《关于修改协会2026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2026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2026年1月1日北京时间零时起实施。

特此通知。

附件：协会2026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

2026 年 1 月 27 日印发

附件

协会 2026 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 保赔险承保风险</p> <p>第八条 通用规则</p> <p>对第三条（十六）货物责任但书中的除外责任和第八条第（四）款进行修改，增加下划线字部分内容，删除带删除线部分的内容：</p> <p>第三条（十六）货物责任</p> <p>但是：</p> <p>3）除外责任</p> <p>（8）会员同意放弃或限制其根据海牙规则或海牙—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。</p> <p>第八条（四）除外责任</p> <p>除第五条另有规定者外，本除外责任条款应适用于本保险条款承保的所有风险，但本款第 1、4、和 5 <u>和 10</u> 项规定仅适用于第三条规定的保险。</p> <p>...</p> <p><u>10. 追偿权</u></p> <p><u>除非董事会另作决定，并以此为限，对于会员因全程或部分海上运输合同所产生或引起的责任、开支和费用，若该等责任、开支和费用仅因其放弃、限制或未并入其本可基于提单合同（该合同已并入《海牙规则》或《海牙—维斯比规则》第四条第六款，或其他适用法律下的等效条款）享有的追偿权而导致，则本协会不予赔偿；但因强制性适用法律而无法享有该等追偿权的除外。</u></p>	<p>1. Rule 3 – Protection & Indemnity Risks Covered</p> <p>Rule 8 – Conditions, Exceptions and Limitations</p> <p><i>Amend Rule 3 Section 16 Cargo Liabilities proviso by deletion of the words, amend Rule 8D by addition of the words in underlined type indicated below:</i></p> <p>Rule 3 Section 16 Cargo Liabilities</p> <p>PROVIDED ALWAYS that</p> <p>c. Exclusions from cover</p> <p>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 Hague Rules or Hague-Visby Rules or mandatorily applicable law.</p> <p>Rule 8 D. Exclusions</p> <p>Unless otherwise provided in Rule 5, the provisions under this paragraph [D] shall apply to all risks covered under these Rules, but paragraphs [D] [i], [iv], and [v] <u>and [x]</u> shall only apply to the cover under Rule 3.</p> <p>...</p> <p><u>x. Rights of recourse</u></p> <p><u>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 and expenses arising out of or in connection with contracts for carriage wholly or partly by sea to the extent such liabilities, costs and expenses would not have been incurred or borne by the Member but for its waiver or limitation of, or failure to incorporate, rights of recourse that would have been available under a bill of lading contract which incorporated Article IV Rule 6 of</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><u>the Hague or Hague-Visby Rules or any equivalent provision under other applicable law, unless such rights of recourse are not available by reason of mandatorily applicable law.</u></p>	
<p>2. 第三条 保赔险承保风险</p> <p>对第三条（二十）罚款的中文条款进行修改，增加下划线字部分内容：</p> <p>（二十）罚款</p> <p>...</p> <p>4. 意外<u>事故产生的</u>排放或泄漏油类或其他物质，或这种威胁；</p> <p>...</p>	<p>2. Rule 3 – Protection & Indemnity Risks Covered</p> <p><i>The English version remains unchanged.</i></p> <p>Section 20 Fines</p> <p>...</p> <p>D. Fines in respect of an accidental discharge or escape of oil or other substance,</p> <p>...</p>	<p>明确本项所述情形，确保中文条款表述与实践相一致，并与国际保赔协会的规定保持一致。</p>
<p>3. 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：</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，否则本协会不负赔偿责任：</p> <p>...</p> <p>3）特殊作业</p> <p>会员在实施特殊作业中所产生的责任、开支和费用，这种特殊作业包括但不限于挖掘、爆破、打桩、探井、电缆或管道的建筑、铺设或维修、矿样采集、采矿、矿土处置、发电、拆除作业、<u>气泡幕的布设、运行与回收</u>，以因下述事项而产生的责任、开支和费用为限：...</p>	<p>3. Rule 8 – Conditions, Exceptions and Limitations</p> <p><i>Amend Rule 8D by addition of the words in underlined type 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 or 7, the Association shall not be liable for any claim relating to:</p> <p>...</p> <p>(iii) Specialist operations</p> <p>Liabilities, costs and expenses incurred by a Member during the course of performing specialist operations including, but not limited to, dredging, blasting, pile-driving, well-stimulation, cable or pipelaying, construction, installation or maintenance work, core sampling, mining, depositing of spoil, power generation, decommissioning, <u>the deployment, operation and recovery of pneumatic barriers</u> to the extent that such liabilities, costs and expenses arise as a consequence of: ...</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>4. 第二十九条 争议处理</p> <p>对第二十九条第（三）款进行修改，增加下划线字部分内容，删除带删除线部分的内容：</p> <p>...</p> <p>（三）如果会员不接受董事会裁定，应提交<u>北京中国海事仲裁委员会上海总部，按照申请仲裁时该会现行有效的仲裁规则进行仲裁。仲裁裁决是终局的，对双方均有约束力。仲裁庭由会员和本协会各指定的一名仲裁员和双方共同指定的或共同委托仲裁委员会主任指定的首席仲裁员组成。仲裁的提交和仲裁程序应按照“中国海事仲裁委员会仲裁规则”（2004）及其任何修正案办理。一裁终局，裁决一经作出，即对双方有约束力。</u></p>	<p>4. Rule 29 – Disputes</p> <p><i>Amend Rule 29 by addition of the words in underlined type and by deletion of the words indicated below:</i></p> <p>...</p> <p>C. If the Member concerned in such difference or dispute does not accept the decision of the Directors it shall be referred <u>submitted</u> to China Maritime Arbitration Commission <u>(CMAC) Shanghai Headquarters for arbitration in accordance with CMAC Arbitration Rules for the time being in force at the time of applying for arbitration.</u> Beijing of two Arbitrators (one to be appointed by the Association and the other by such Member) and a presiding arbitrator to be jointly appointed by the Association and such Member or appointed by the Chairman of the Arbitration Commission upon the joint authorization of the Association and such Member. The submission to arbitration and all the proceedings therein shall be subject to the provisions of China Maritime Arbitration Commission Arbitration Rules (2004) and its any statutory modification thereof. The single ruling system shall be applied in arbitration. The arbitration <u>arbitral</u> award shall be final and binding on the Association and the Member.</p>	<p>根据实际情况，更新有关表述。</p>
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注：如对保险条款第三条及与之有关的条款有疑义，以英文条款为准。