

# China Shipowners Mutual Assurance Association

中国船东互保协会

2026/27

保 | 险 | 条 | 款

RULES

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中国船东互保协会  
保险条款  
**2026/2027**

**CHINA SHIPOWNERS MUTUAL  
ASSURANCE ASSOCIATION**

**RULES  
2026 / 2027**

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# 前言

本保险条款受本协会章程的制约。

本保险条款经本协会与 2026 年 1 月 20 日在中国上海市召开的第十三届会员大会第七次会议（特别）表决通过。

本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。本保险条款中第五条及与之有关的条款自 2026 年 1 月 1 日北京时间零时起实施。

## 一、 定义

- 1) 本协会 系指中国船东互保协会。
- 2) 章程 系指本协会现行章程。
- 3) 本保险条款 系指最初制订的或随时修改、增删，且现行的规定。
- 4) 董事会 系指本协会会员大会选举的董事集体。
- 5) 经理机构 系指本协会处理日常工作的管理机构。
- 6) 入会船 系指在本协会入会保险的船舶。
- 7) 船舶 系指被用于或者被意图用于在水上、水面、水中或者水下航行或者其他目的的任何船舶、船艇、水翼船、气垫船、或者其他种类的船舶（包括驳船、游艇以及以任何方式推进的相类似船舶，但是不包括为了进行与开采或者生产石油或天然气有关的钻探作业而建造或者改装的装置或者船舶，也不包括固定平台或固定设备及地效翼船），或者他们的任何部分或任何吨位或者任何份额。
- 8) 吨位 系指船舶登记证书或与船舶登记有关的任何其它正式文件上所载明的船舶总登记吨位。
- 9) 入会吨位 系指入会船入会证书载明的船舶入会吨位，用于计算会费，及在可适用责任限制时，计算本协会对与该船有关的索赔的责任限额。
- 10) 船东 就入会船而言，系指船舶所有人、合伙所

有人、股份持有人、共有人、抵押权人、受托人、租赁人、经营人、管理人或建造人，以及在入会证书或保险背书上载名的任何其他他人（但不包括根据本保险条款第十三条规定被再保险的保险人），船舶由该人或以该人名义加入本协会保险，不论其是否是本协会的会员。

- 11) 会员 系指本协会的现时成员。
- 12) 保险 系指任何保险或再保险。
- 13) 保险年度 有关第三条和第四条规定的承保风险，系指自任一年 2 月 20 日格林威治标准时间 12 时始至翌年 2 月 20 日格林威治标准时间 12 时止的一年；有关第五条规定的承保风险，系指自任一年 1 月 1 日北京时间零时始至当年 12 月 31 日北京时间 24 时止的一年。在本保险条款的所有条款中，除另有明确说明者外，凡与第三条和第四条规定的承保风险有关的时间均为格林威治标准时间；凡与第五条规定的承保风险有关的时间均为北京时间。
- 14) 关账保险年度 系指根据本保险条款第二十三条规定而关账的保险年度。
- 15) 国际保赔集团超额损失再保保单 系指国际保赔集团分摊协议成员协会实施的超额损失再保险保单。
- 16) 国际保赔集团再保限额 系指本协会或国际保赔集团分摊协议任何成员协会产生的最小索赔案的数额（不包括油污引起的任何索赔案），而该最小

- 索赔案将达到国际保赔集团超额损失再保单对任何类型索赔案（不包括油污引起的任何索赔案）所承担的最大限额。
- 17) 公约责任限额 就一条船舶而言，系指该船船东在巨灾索赔发生日对索赔案（不包括人身伤亡索赔案）的责任限额，即根据 1976 年国际海事赔偿责任限制公约（“公约”）第 6.1（b）条规定计算的（但 500 总吨以下船舶为每吨 334 计算单位），按经本协会最终确认的在巨灾索赔发生日实行的兑换率，从特别提款权换算成美元的数额，但是，（1）如某船仅以其部分（“相关比例”）吨位入会保险时，公约限额应是以前述计算和换算的责任限额按相关比例计算的数额；且，（2）即使公约条款中有任何相反的规定，每条船舶应被视为是适用公约的海船。
- 18) 船舶险保单或船舶险入会证书 系指对船舶的船壳和机器实施保险所签发的保单，或本协会根据本保险条款第五条对入会船的船壳和机器实施保险所签发的证书。
- 19) 互助会费 系指会员根据本保险条款第十六、十八、二十四、二十五和二十六条规定就入会船向本协会支付的款项，包括预计总会费、追加会费、巨灾会费和免责会费。
- 20) 互助会费入会保险 系指应向本协会支付互助会费的会员在本协会的入会保险。
- 21) 固定会费 系指根据本保险条款第十七条规定就入

- 会船向本协会支付的固定会费。
- 22) 固定会费  
入会保险 系指应向本协会支付固定会费的船东在本协会的入会保险。
- 23) 巨灾会费 系指本协会为提供资金以支付所有或部分巨灾索赔而根据本保险条款第十六条第（四）款规定征收的会费。
- 24) 巨灾索赔 系指本协会或国际保赔集团分摊协议的成员协会在船舶入会保险条款下所产生的索赔中（不包括油污索赔），超过或可能超过国际保赔集团再保限额的那个部分（若有的话）。
- 25) 巨灾索赔  
发生日 就任何巨灾会费而言，系指导致巨灾索赔并为之征收巨灾会费的事件发生的时间和日期，或，如果根据本保险条款第二十三条第（三）款第 1 和 2 项规定发生该事件的保险年度已经关账，则指本协会根据本保险条款第二十三条第（三）款第 3 项规定宣布开账的那个保险年度的 8 月 20 日格林威治标准时间 12 时。
- 26) 免责会费 系指本协会根据本保险条款第二十四、二十五和二十六条规定，在终止保险、停止保险或撤销保险时征收的免责会费。
- 27) 事件 系指任何一事件（由于同一原因而产生的一系列事件应作为一个事件来处理，即以第一时间发生的那个事件来处理）。
- 28) 船员 系指根据船员协议或有关在入会船上提供服务的其它服务合同或劳务合同，受雇为

- 入会船定员的任一人员（包括船长和实习生），不论是否在该船上，包括经修订的 2006 年《国际海事劳工公约》所定义的船员。
- 29) 旅客 系指按照旅客运输合同由入会船运送的人员。
- 30) 货物 系指会员为之订立运输合同的各种货物，包括被用于或拟被用于包装或固定货物的任何物件，但不包括会员拥有或租赁的集装箱或其它设备。
- 31) 国际保赔集团分摊协议 系指国际保赔集团某些成员协会在 1992 年 11 月 17 日订立的协议，及其任何附录、修改文或重订文，或任何具有相似性质和目的的其它协议。

## 二、 导则

1. 本协会向会员提供本保险条款第三、四和五条规定风险的保险。
2. 本保险条款第三、四和五条规定的风险应受本保险条款所有条款规定的但书、条件、除外、限制及其他有关规定的制约。
3. 本保险条款第三、四和五条规定的保险可通过会员与经理机构达成的书面特别条款予以排除、限定、变更或修改。
4. 会员可与经理机构达成书面特别协议，根据本保险条款第六和七条向本协会投保第三、四和五条未予规定的特别风险。除非另有明确约定，对该特别风险的保险应受本保险条款所有条款规定的但书、条件、除外、限制及其他有关规定的制约。
5. 本协会仅承保会员由于下述原因所产生的责任、损失、损害或费用：
  - 1) 船舶在本协会入会期间所发生的事件；
  - 2) 有关会员在入会船上的利益；且
  - 3) 与会员或代表会员对船舶的经营有关。
6. 将船舶加入本协会投保本保险条款规定的任何风险的任何会员（按下述第7款办理的除外）有义务根据本保险条款第十六、十八、二十四、二十五和二十六条规定向本协会交纳互助会费（“互助会费入会保险”）。
7. 船东可根据本保险条款第十七条规定交纳固定会费取得本协会的保险（“固定会费入会保险”），但是，该船东应就此项固定会费入会保险的特别条款与经理机构达成明确的书面协议。
8. 本协会根据本保险条款提供的保险，在第十、十一、十三和十五条规定允许的范围内，仅使相关会员、共同入会会员、集团会员、其他协会或保险人或经许可的受让人受益。
9. 尽管有第八条（一）款的规定，但是当会员不能解除其对船员

伤、病、亡赔偿的法定责任时，本协会应以会员的名义直接向船员或其被抚养人解除该类责任或支付该类索赔。

但是：

- 1) 限于船员或被抚养人向其他方的追偿权无法得以执行且通过其他途径也无法获得补偿，
- 2) 在符合下述 3) 项规定的情况下，本协会对船员的赔偿额在任何情况下均不能超过会员按照条款及入会证书的规定本可从协会获得补偿的数额，
- 3) 因会员未能向本协会支付所拖欠的款项而被撤销保险，协会按条款第二十六条（二）款 2 项中的 1) 及 4) 的规定而停止对会员承担赔偿责任时，本协会仍有义务解除或支付该项索赔，但补偿仅以撤销通知之前发生的事故为限并且该补偿是协会仅作为会员的代理人作出的，会员应承担向本协会全额补偿该项付款的责任。

### 三、 保赔险承保风险

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：

1. 除非董事会另作决定，并以此为限，本协会对会员的保险仅限于会员为履行本条规定的责任或为支付本条规定的损失、开支或费用已付出的款项；
2. 会员对任一事件可取得的最高赔偿应限于本条附则 1 和第八条第 (三) 款规定的限额，或入会船入会证书或保险背书载明的限额，或董事会在相关保险年度开始前决定的限额；
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入会证书载明的免赔额。
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。

#### (一) 人员伤、病或死亡 - 入会船船员

对任何入会船船员的伤、病或死亡支付赔偿金或补偿费的责任，以及因此项伤、病或死亡所产生的必要的医药、住院、丧葬费 (包括尸体运送费用) 及其他费用，包括该船员的遣返费用和派遣替换船员的费用。

但是：

当责任、损失或费用是根据船员协议或其他服务合同或劳务合同的条款而产生，且如无这些条款就不会产生时，除非这些条款事先得到了经理机构的书面认可，并以此为限，否则本协会不负赔偿责任。

## (二) 人员伤、病或死亡－除入会船船员外的其他人员及对旅客的责任

1. 对任何人员（非本条上述第（一）款及本第（二）款下述第2和3项规定的人员）的伤、病或死亡支付赔偿金或补偿费的责任，以及因此项伤、病或死亡所产生的必要的医药、住院及丧葬费（包括尸体运送费用）。
2. 对从事入会船货物作业的任何人员的伤、病或死亡支付赔偿金或补偿费的责任。

但是：

- 1) 本协会对本款上述第1和2项规定责任的保险仅限于发生在入会船上的，或与入会船有关的，或在装货港从托运人或上一程承运人收到货物时起至在卸货港向收货人或下一程承运人交付货物时止的期间与货物作业有关的疏忽行为或不作为所产生的责任。
  - 2) 当责任是根据任何合同或补偿协议的条款而产生，且如无这些条款就不会产生时，不属于本款保险范围，但可根据本条第（六）款得以保险。
  - 3) 由于入会船与他船碰撞所产生的对他船人员的责任，不属于本款保险范围，但可根据本条第（七）款第2项得到赔偿。
3. 对旅客的责任
    - 1) 对任何旅客的伤、病或死亡支付赔偿金或补偿费的责任，及因此项伤、病或死亡而产生的医药、住院及丧葬费（包括尸体运送费用）；
    - 2) 由于入会船发生海难事故而应支付该船上旅客的赔偿金或补偿费，包括支付旅客前往目的港或返回登船港的费用及旅客在岸基本生活费用；
    - 3) 对旅客行李物品的灭失或损坏支付赔偿金或补偿费的责任。

但是：

- 1) 本协会根据本款第 3 项规定对旅客的赔偿责任，应限于在入会船上的或与入会船有关的任何作为、疏忽或不作为所引起的责任，开支和费用；
- 2) 客票或会员与旅客签订的其他合同条款应取得经理机构的书面认可，且会员与经理机构就本第 3 项规定责任的保险已按经理机构要求的条款达成协议；
- 3) 会员对任何旅客因航空运送而遭受的人身伤亡，或财产灭失或损坏、迟延或任何其他间接损失所产生的责任不能根据本款第 3 项从本协会获得赔偿，但是在下列期间产生的责任不应除外：
  - (1) 受伤或生病旅客通过航空遣返期间，或旅客在入会船发生海难事故后通过航空遣返期间；或
  - (2) 旅客在离开入会船的旅途期间，但应符合下述但书 4) 的规定。
- 4) 会员对旅客在离开入会船的旅途中死亡或受伤依据一份合同需承担责任时，在以下任一情况下不能根据本款第 3 项从本协会获得赔偿：
  - (1) 该旅途风险的合同已由旅客单独订立，不论该合同是否是与会员订立的；或
  - (2) 会员已放弃了其就有关旅客旅途风险向任何分包人或其他第三者的任何或全部追偿权。
- 5) 除非会员与经理机构达成协议，对有关现金、流通证券、贵重或稀有金属、宝石、贵重物品或稀有或珍贵物品的索赔获得相应特别保险，并以此为限，否则本协会不负赔偿责任。
- 6) 就本第 3 项而言，“海难事故”是指以下事件：
  - (1) 碰撞、搁浅、爆炸、火灾，或影响入会船的物理状态

使其不能安全驶抵其预定目的港的任何其他事件；或  
 (2) 危及旅客生命、健康或安全的事件。

7) 当旅客责任包括了协会根据《2002 年国际海上旅客及其行李运输雅典公约》第四条之二及其实施细则的规定或者已实施的欧洲议会和欧洲理事会第 392/2009 号决议所签发的非战争蓝卡而产生的责任（证书责任），并且这些责任根据条款第八（三）

4. 之规定超过或可能超过 20 亿美元的承保责任限额时，则：

(1) 经理机构可凭其绝对的自由裁量权推迟或者部分推迟支付索赔赔款直至依据证书所承担的责任，或经理机构决定的部分证书责任，已经得以解除。并且

(2) 如果协会已解除的证书责任超出了上述承保责任限额，该付款的超出部分应视为协会对会员的贷款，会员应当补偿协会该超出部分。

### （三）船员遣返及替换费用

1. 会员为留岸的入会船船员而派遣替换船员所产生的或根据法定义务遣返入会船船员所产生的，且根据本条第（一）款规定不能获得赔偿的船员遣返及替换费用。

但是，本款不包括由于下列原因所产生的费用：

1) 船员在入会船上的服务期满，不论该项期满是根据船员协议或其他服务合同或劳务合同，还是根据合同双方的一致同意；或

2) 会员违反任何协议或其他服务合同或劳务合同；或

3) 入会船被出售；或

4) 会员采取的和与入会船有关的任何其他行动。

2. 按照经修订的 2006 年《海事劳工公约》规则 2.5 下导则 B2.5

或者实施经修订的 2006 年《海事劳工公约》的当事国所制定的国内法的规定所产生的遣返及替换费用，但不包括依据本规则第三条第（一）款或第（三）款第 1 项能够获得补偿的费用。

3. 尽管有第八条第（一）款的规定，当会员未能够清偿或支付前述第 2 项中提到的责任，本协会将代表会员直接向船员解除该责任或支付该索赔。

但是：

- 1) 当本协会依据条款第二十五条第（一）款停止船东的保险或依据条款第二十六条撤销船东的保险时，尽管协会对于船东的索赔不再承担责任，但是若在保险被停止、被撤销后三个月内或保单到期日（以这两个日期先到期之日为准）内发生了本项所述的索赔，本协会仍有义务解除或支付该项索赔，但协会仅作为会员的代理人，会员应承担向本协会全额补偿该项付款的责任；且
- 2) 船东必须全额偿付本协会对于本款第 2 项的索赔所支付的款项。

#### **（四）个人物品的灭失或损坏**

1. 对任何入会船船员个人物品的灭失或损坏支付赔偿金或补偿费的责任。
2. 对入会船上的任何其他人员（不包括本条第（二）款第 3 项规定的人员）的个人物品的灭失或损坏支付赔偿金或补偿费的责任。

但是：

- 1) 除非会员与经理机构达成书面协议，对任何有关现金、流

通证券、贵重或稀有金属或宝石、贵重物品或稀有或珍贵物品的索赔取得了相应特别保险，并以此为限，否则本协会不负赔偿责任。

- 2) 当会员的责任是因某合同条款而产生，且如无这些条款就不会产生时，除非这些条款已事先得到经理机构书面认可，并以此为限，否则本协会不负赔偿责任。

### **(五) 船舶全损船员失业赔偿**

由于入会船发生实际全损或推定全损导致任何船员失业，会员根据其法定义务或其他法律责任或任何船员协议或其他服务合同或劳务合同规定，对船员工资或补偿所承担的支付责任。但是，相关协议或合同需经经理机构事先书面认可，并以经理机构书面认可的为限。

### **(六) 由某些补偿协议或合同所产生的责任**

根据会员订立的或以会员名义订立的，有关向入会船或由入会船提供设施或服务或有关入会船设施或服务的补偿协议或合同而产生的责任、开支或费用，但仅以符合下列规定的为限：

- 1) 补偿协议或合同事先得到了经理机构的认可，且会员与经理机构就此项责任的保险按经理机构要求的条款达成了书面协议，或
- 2) 董事会决定应赔偿会员。

### **(七) 碰撞责任**

由于入会船与他船碰撞而产生的下述第 1、2 和 3 项规定的向任何人支付费用和赔偿金的责任。但是，本协会对该项责任的赔偿仅以不能根据入会船船舶险保单或船舶险入会证书的碰撞

责任条款得到赔偿的为限。

1. 由于碰撞所产生的四分之一责任，或经理机构书面同意的其他比例的责任，但不包括本款下述第 2 项规定的责任。
2. 由于碰撞所产生的对下列事项或与下列事项有关的四分之四责任：
  - 1) 油类或任何其他物质的泄漏或排放（非入会船泄漏或排放），或此种威胁，但不包括对与入会船碰撞的他船及在该他船上的财产的损害；
  - 2) 任何不动产或动产或其他财产，但不包括他船或在该他船上的财产；
  - 3) 对障碍物、残骸、货物或任何其他物体的移除或处置；
  - 4) 入会船上的货物或其他财产，或这些货物或财产的所有人所支付共同海损分摊、特别费用或救助费；
  - 5) 人员伤、病、亡、遣返费或替换费；
  - 6) 对与入会船碰撞的他船的救助，根据“保赔协会特别补偿条款”或其任何修订文所支付的补偿。
3. 仅因入会船碰撞所产生的责任金额超过入会船在船舶险保单或船舶险入会证书下的价值，会员所承担的超出可从船舶险保单或船舶险入会证书获得赔偿的金额的那部分责任，但不包括本款上述第 1 和 2 项规定的责任。

但是：

- 1) 除非董事会另作决定，并以此为限，本协会在本第 3 项下的赔偿责任，应仅限于如果入会船按第八条第（四）款第 1 项规定的应有价值投保船舶险，仍超出可从船舶险保单或船舶险入会证书获得赔偿的金额的那部分责任（若有的话）；

- 2) 除非在船舶入会时或随后的每年续保时，会员与经理机构另达成协议，本协会对会员在入会船舶船险保单或船舶险入会证书下自行负担的任何形式的免赔额不负赔偿责任；
- 3) 如果与入会船碰撞的他船全部或部分地属于同一会员，该会员与本协会在本款下的权利和义务应如同碰撞的他船属于其他船东一样；
- 4) 除非会员与经理机构另达书面协议，并以达成的书面协议作为入会船的入会条件，如果碰撞船舶互有过失，且其中一方或双方船东的责任依法得到限制时，基于本款提出的索赔应按单一责任原则处理，在任何其他情况下，应按交叉责任原则处理，如同各船船东应予支付他船船东这样比例部分的赔款，即在确定由于碰撞而应由入会船船东支付或应支付给入会船船东的余额或金额时，可适当确定他方的赔偿金的比例部分。

### （八）财产的灭失或损坏

对不论是在陆上的或在水上的，也不论是固定的或活动的任何财产的任何灭失或损坏（包括对权利的侵害）支付赔偿金或补偿费的责任。

但是：

- 1) 本款不包括对下列责任的赔偿：
  - (1) 由任何合同或补偿协议的条款而产生，且若无这些条款就不会产生的责任。
  - (2) 本条下列条款已承保的责任：
    - 第（二）款第 3 项 —— 对旅客的责任
    - 第（四）款 ————— 个人物品的灭失或损坏
    - 第（七）款 ————— 碰撞责任

- 第(十二)款 ———— 污染风险
- 第(十三)款 ———— 船舶拖带责任
- 第(十四)款 ———— 残骸处理责任
- 第(十六)款 ———— 货物责任
- 第(十七)款 ———— 入会船上的财产

(3) 入会船船舶险保单或船舶险入会证书规定由会员承担的任何形式的免赔额。

2) 如果入会船造成了财产灭失或损坏或侵害了权利，而该财产或权利全部或部分地属于该入会船会员，该会员具有同样权利从本协会取得赔偿，如同该财产或权利完全属于不同所有人一样。

### **(九) 改变航线**

入会船仅为了救助海上人命，或使船上伤病人员取得治疗，或等候该伤病人员的替换人员，或为了将偷渡或避难人员送上岸，而改变原定航线所产生的额外港口使费、伙食费、物料费、燃油费、保险费以及船员工资和津贴（系指超过入会船如不改变原定航线而本将产生的上述费用的部分），但以不能从任何第三者取得补偿的为限。

### **(十) 安置偷渡人员和避难人员**

会员因履行其对偷渡或避难人员或海上获救人员的义务，或对这些人员做出必要的安排而产生的费用，不包括根据本条第（九）款所承保的费用，但仅以会员依法承担的或在经理机构认可和书面同意下所产生的，且不能从任何第三者取得补偿的为限。

但是，本协会对由于营救避难人员而产生的利润损失或贬值不负赔偿责任。

### （十一）人命救助

由于第三者救助或试图救助入会船上的或来自入会船的任何人员的生命，会员依法支付该第三者的款项，但仅以该会员不能根据入会船船舶险保单或船舶险入会证书获得赔偿的，或不能从货主或货物保险人获得赔偿的为限。

### （十二）污染风险

由于入会船排放或泄漏油类或任何其他物质，或存在这种威胁，所产生的下述第1至5项规定的责任、损失、损害、开支和费用：

但是：

- 1) 除董事会另作决定且不必给出理由外，本协会对由于在任何岸上堆存场、仓库或处理设施中存在任何曾载于入会船上的任何物质，或从任何这些场、库或设施中排放或泄漏任何这些物质或排放或泄漏威胁而产生的任何责任、损失、损害、开支或费用不负赔偿责任，不论这些物质是否作为货物、燃油、物料或废弃物曾由入会船承载。
- 2) 除非经理机构书面同意给予特别保险，并以此为限，本协会对如果会员对入会船所载货物以不比约克-安特卫普规则规定不利的条款承运，而本可在共同海损中得到赔偿的任何责任、损失、开支或费用不负赔偿责任。
- 3) 除非经理机构另作书面同意，如入会船属于“小型油轮油污赔偿协议”所定义的“相关船舶”，该入会船会员在该入会船在本协会入会保险期间应是该协议有效期间的成员。

除非董事会另作决定，该会员对入会船在其非为该协议成员期间发生的任何海难、事故、事件或事情无权根据本第（十二）款取得任何赔偿。

4) 除非经理机构另作书面同意，如入会船属于“油轮油污赔偿协议”所定义的“相关船舶”，该入会船会员在该入会船在本协会入会保险期间应是该协议有效期间的成员。除非董事会另作决定，该会员对入会船在其非为该协议成员期间发生的任何海难、事件或事情无权根据本第（十二）款取得任何赔偿。

1. 对损失、损害或污染的责任。
2. 会员作为董事会认可的任何协议的成员所产生的或应予承担的任何损失、损害或费用，包括会员履行该协议义务而产生的开支和费用。
3. 为避免或减轻污染或由污染导致的任何损失或损害而采取任何合理措施所产生的费用，以及由于采取了该措施而引起的对财产灭失或损坏的任何责任。
4. 为防止入会船排放或泄漏油类或可能造成污染的任何物质的紧迫危险，而合理地采取任何措施所产生的费用。
5. 由于遵从任何政府或主管当局为防止或减轻污染或污染危险而发出的任何命令或指示所产生的责任或费用，但是应符合以下情况：
  - 1) 这种遵从不是出于入会船正常营运、救助或修理的需要；且
  - 2) 此项责任或费用不能根据入会船船舶险保单或船舶险入会证书得到赔偿。

### （十三）船舶拖带责任

#### 1. 对入会船进行常规性拖带

根据对入会船进行下述常规性拖带的合同所产生的责任，不包括拖带费用：

- 1) 在船舶正常营运中，为进出港口或在港内移动而进行的拖带，或
- 2) 在船舶正常营运中，对惯常被拖带的入会船进行港口间或两地间的拖带，但以会员在该船船舶险保单或船舶险入会证书下未得以保险的为限。

#### 2. 对入会船进行非常规性拖带

根据对入会船进行本款第 1 项规定外的非常规性拖带的合同所产生的责任，但本协会对此项责任的保险仅以会员按经理机构要求的条款与经理机构达成书面协议的为限。

#### 3. 由入会船进行拖带

由入会船对他船或物体进行拖带所产生的责任，但除下列情况外，会员无权就由入会船拖带的船舶、其他物体或在被拖物上的货物、其他财产的灭失、损坏、残骸清除以及相关费用获得补偿：

- 1) 拖带或试图拖带是为了救助或试图救助海上人命或财产，或
- 2) 入会船依据经理机构书面批准的合同或者按经理机构要求的条款进行拖带的。

### （十四）残骸处理责任

1. 对入会船残骸实施起浮、移动、拆毁、设置照明或标记所产生的开支或费用，但此等作业应是根据法律规定而强制实施的，或此等作业的费用应是由会员依法承担的。

2. 对载于或曾载于入会船上的任何货物或财产（不包括本条第（十二）款规定范围内的油类或任何其他物质）实施起浮、移动或拆毁所产生的开支或费用，但此等作业应是根据法律规定而强制实施的，或此等作业的开支或费用应由会员依法承担的，且会员不能从货物或财产的所有人或保险人或任何其他人获得赔偿。
3. 由于对本款上述第 1 和 2 项所提及的入会船残骸或任何货物或财产实施或试图实施起浮、移动或拆毁而使会员产生的责任。
4. 由于入会船残骸的存在或随意性移动，或由于未能使该残骸移动、拆毁、设置照明或标记而使会员产生的责任，包括由于从该残骸中排放或泄漏油类或任何其他物质而产生的责任。

但是：

- 1) 如果入会船在本协会入会期间发生海难、事件而成为残骸，本协会对由此而产生的索赔将继续承担责任，即使根据第二十五条第（三）款规定本协会停止了对该船其他责任的保险。
- 2) 根据本款第 1 项和/或第 2 项提出的索赔，应先扣除所有获救物品、货物、财产及材料的价值、入会船残骸的残值以及会员收到的任何救助报酬，本协会仅赔偿其剩余部分（若有的话）。
- 3) 如果会员在实施对残骸的起浮、移动、拆毁、设置照明或标记以前，或在引起本款所提及的责任、开支或费用的事件发生以前，未经经理机构的书面同意，转让了其在该残骸上的利益（不包括委付情况），则不得根据本

款从本协会获得赔偿。

- 4) 如果会员的责任产生于一项补偿协议或合同，且如无这些协议或合同便不会产生此项责任时，本协会对本款所规定的开支或费用的赔偿责任，只有在以下情况下才予以承担：
  - (1) 有关补偿协议或合同的条款事先得到了经理机构的认可，且会员就此项保险按经理机构要求的条款与经理机构达成书面协议，或
  - (2) 董事会决定会员应该得到赔偿。

### （十五）检疫费用

由于入会船上爆发传染病的直接后果而使会员产生的额外费用，包括检疫和消毒费用以及会员因此而遭受的有关燃油费、保险费、船员工资、物料伙食费及港口使费的净损失（即超过如未爆发传染病而本将产生的这些费用的部分）。

### （十六）货物责任

本款下列第 1 至 4 项规定的对货物的责任和费用，但仅限于与拟载于、正载于或曾载于入会船的货物有关的责任和费用：

#### 1. 货物灭失、短少、损坏或其他赔偿责任

由于会员或会员依法对其作为、疏忽或不作为负责的任何人员违反对货物应妥善地装载、操作、积载、运输、保管、照料、卸载和交付的义务，或由于入会船不适航或不适当所产生的对货物灭失、短少、损坏或其他赔偿责任的责任。

#### 2. 对损坏货物的处置

会员为卸下或处置损坏的或无价值的货物而产生的额外费用（即超过若货物未损坏会员本将产生的费用的部分），但

仅限于该会员对任何其他方不享有追偿权的费用。

### 3. 收货人未提走货物

仅因收货人在卸货港或货物交付地完全不能提取或移走货物而使会员产生的责任或额外费用（即超过若收货人提取或移走货物，会员本将产生的费用的部分），但仅以超过货物的拍卖收益，且该会员对任何其他方不享有追偿权的责任或费用为限。

### 4. 联运提单或转船提单下的责任

由于经理机构认可的联运提单或转船提单或其他运输合同规定由入会船承担其中部分运输，而使会员对由其他运输工具（非入会船）承运货物产生的货物灭失、短少、损坏或其他赔偿责任所承担的责任，条件是船东在已订立的运输合同中加入对履行运输合同的其他当事方保留追偿权的条款。

但是：

#### 1) 海牙规则和海牙—维斯比规则

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，本协会对如果货物以并入了有关承运人责任不比海牙规则或海牙—维斯比规则对承运人不利的合同条款进行运输便不会产生的责任或不必支付的费用不负赔偿责任，但如果并入了有关承运人责任比海牙规则或海牙—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。

#### 2) 绕航

除非董事会另作决定，或会员在入会船发生绕航前就有关绕航的保险得到了经理机构书面确认，并以此为限，本协

会对入会船发生绕航所引起的或因绕航的后果而产生的责任、开支和费用不负赔偿责任。

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。

### 3) 除外责任

除非董事会另作决定，并以此为限，本协会对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：

- (1) 将货物卸在非运输合同规定的港口或地点；
- (2) 对根据一份不可转让提单、运单或者类似单证运输的货物，当单证、单证所适用的法律或由单证包含或证明的运输合同明确规定应凭单交付货物时，向未提交该单证的人所作的交付，但会员按照对承运人适用的其他法律的要求，未收取该单证便交付或丧失对货物的掌管或控制的情况除外；
- (3) 对根据一份可转让提单或类似物权凭证（包括电子提单）运输的货物，未从提货人收取该提单或凭证或电子提单情况下的类似行为而做出交付；但是，当货物运输由入会船在不可转让提单、运单或其他不可转让单证下或依据被批准的电子贸易系统进行，并根据该等单证的要求被恰当地交付或交付给按照电子贸易系统有权收取货物的人的情况应予以除外，尽管该会员根据一份由他人或以他人名义签发的，规定部分货物运输由非入会船履行的可转让提单或类似物权凭证而可能承担责任；
- (4) 签发预借或倒签提单、运单或其他包含或证明运输合同的单证，即提单、运单或其他单证所记载的装载或

装船或收洽待运的日期，根据不同情况，早于或迟于货物实际装载、装船或收洽的日期；

- (5) 签发的提单、运单或其他包含或证明运输合同的单证上载有会员或入会船船长已知不正确的货物描述或货物数量或状况，或者载有任何欺诈性、不真实的描述；
- (6) 入会船未抵达或迟延抵达装货港，或未装上任何特定货物，但根据一份已签发提单所产生的责任、损失和费用不在此例；
- (7) 会员或其经营管理人员故意违反运输合同。

#### 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) 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。

#### 5) 从价提单

当从价提单或其他物权凭证、运单或其他运输合同上载明或申报了每货运单位、件或包的货物价值高于2500美元（或与此等值的其他货币金额）时，而该货价的载明或申报导致承运人丧失其本可以享受责任限制的权利并使其承担了更多的责任时，除非有经理机构书面同意的特别保险并以

此为限，否则协会对此货运单位、件、包超过 2500 美元（或与此等值的其他货币金额）的部分不承担赔偿责任。

#### 6) 稀有及贵重货物

本协会对与货币、金银、贵重或稀有金属或宝石、金银器皿或其他稀有或珍贵物品、钞票或其他货币、债券或其他流通证券运输有关的索赔不负赔偿责任。除非经理机构书面同意对此等物品的运输给予特别保险，并以此为限。

#### 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) 所规定的规则签订了运输合同，该第三者可向会员获得赔偿的数额。

#### 8) 关于运输方式的规定

董事会有权随时对拟载于、正载于或已载于入会船上的货物的运输、存放、运送、保管和操作的条件及方法制定规定。该规定一经制定，便应被视为并入了本保险条款，并从制定规定那天后的下一个保险年度开始时起或从董事会决定的日期和时间起实施。从该规定开始实施时起，每一会员应使其或代表其在本协会入会保险的入会船或该等船舶所进行的运输遵守该规定。

如会员违反该规定，对会员的任何索赔，经理机构可拒绝或减少赔付，但以倘若会员遵守了该规定便不会产生的索赔为限，经理机构也可进一步对该会员加诸其认为合适的条款以作为该会员的船舶在本协会继续保险的条件。

#### 9) 岸上风险

本协会根据本款第 1、2 和 3 项规定所承担的责任，不包括

货物在收洽待运前，在卸货港交付后，或在货物既不在入会船上又不在装货港或卸货港的码头区域内的任何时候发生的事件所产生责任和费用。本但书规定不影响本协会在本款第 4 项下的赔偿责任。

#### 10) 装前检验

在任何时候，按照本协会通函的要求或经理机构其他书面要求，会员应对载于或将要载于入会船上货物的状况安排检验。该检验应由本协会书面确认的检验师进行。在不影响本条款第三条第十六款 3) . (5) 规定的情况下，如果会员或以会员名义就此类货物签发提单、运单或其他单证之前已进行了检验，除经理机构另有书面同意，否则会员应按检验的结论批注该提单、运单、包含或证明运输合同的单证来描述货物或货物的状况。

### (十七) 入会船上的财产

会员对在入会船上的任何集装箱、设备、燃油或其他财产的灭失或损坏所承担的责任。

但是：

- 1) 该财产应不在本条第（二）款第 3 项、第（四）款或（十六）款承保范围之内，也不在这些条款的但书、除外、责任限制或免赔额规定的范围之内；
- 2) 该财产应非为入会船的构成部分，也非为会员或会员的任何关联公司或与会员在同一管理机构下的任何公司所拥有或租赁；且
- 3) 除非会员与经理机构达成协议得到相应特别保险，并以此为限，对会员在其订立的任何合同或补偿协议下所产生的，且如无此项合同或补偿协议便不会产生的任何责任，本协会不负赔偿责任。

### （十八）未能取得的共同海损分摊款

会员仅因违反运输合同而未能依法从货方或海上航程的其他方取得其本可有权索取的共同海损、特殊费用或救助费的分摊款。

但是：

本条第（十六）款但书 1）、2）及 3）规定应适用于根据本款提出的任何索赔。

### （十九）船方共同海损分摊款

由于为确定共同海损、特殊费用或救助费的分摊而估定的入会船的完好价值，高于该船在船舶险保单或船舶险入会证书下的保险价值，而根据船舶险保单或船舶险入会证书未能取得补偿的船方共同海损、特殊费用或救助费的分摊款。

但是：

除非董事会另作决定，并以此为限，本协会根据本款所承担的赔偿责任，应限于如果入会船按第八条第（四）款第 1 项规定的应有价值投保船舶险，也不能根据船舶险保单或船舶险入会证书取得赔偿的那部分船方分摊款额（若有的话）。

### （二十）罚款

1. 任何法院、法庭或主管当局就入会船因下述第 2 至 5 项列明原因，向下列第 1) 至 3) 类人员课以的罚款：
  - 1) 会员；或
  - 2) 会员可依法对之承担赔偿责任的任何人员（非根据合同或赔偿协议），或会员根据经理机构的认可而合理地对其承担赔偿责任的任何人员；或

- 3) 会员可依法根据合同或赔偿协议对之承担赔偿责任的任何人员,但仅以合同或赔偿协议经经理机构事先书面认可的为限。
2. 货物短卸或溢卸或溢交,或未遵守有关物品申报规定或有关入会船货物文件的规定(因走私或企图走私货物或物品而产生的罚款或处罚除外);
3. 违反任何有关移民的法律或规定;
4. 意外事故产生的排放或泄漏油类或其他物质,或  
但是,本协会对下列原因引起的此项罚款不负赔偿责任:
  - 1) 入会船超载;或
  - 2) 违反或未执行经 1978 年议定书或其后任何议定书修改或修订的 1973 年国际防止船舶污染公约中有关船舶建造、改装及设备的规定,或任何国家关于实施该公约或其议定书的法律中有关上述内容的规定。
5. 任何罚款(不包括上述第 2 至 4 项所规定的罚款),但应以符合以下两项情况的为限:
  - 1) 会员使董事会相信,其为避免导致该项罚款的事件的发生已采取了合理的措施;且
  - 2) 董事会决定会员应当得到赔偿,董事会对其决定无需说明理由。
6. 入会船被没收  
尽管有第八条第(四)款第 4.1) 项规定,对会员因走私或因违反任何海关法或海关规定被任何合法授权的法院、法庭或主管当局没收入会船而遭受的损失所提出的索赔,董事会可批准全部或部分赔付。  
但是:
  - 1) 本协会的赔偿总额不得超过船舶被没收当天的市场价格;

并且

- 2) 会员应使董事会相信，其为防止这类导致船舶被没收的事件已采取了合理的措施；并且
- 3) 根据本第 6 项提出的索赔，应仅以董事会决定的赔付数额为限，董事会无须对其决定说明理由；并且
- 4) 只有当会员在入会船上的利益永久失去时，董事会才考虑是否赔付会员的该项索赔。

### **(二十一) 对救助人的特别补偿**

会员对入会船的救助人支付下述费用的责任，但以非可由被救财产利益方支付的为限：

1. “特别补偿”，即根据对 1989 年国际救助公约第 14 条规定的“无效果无报酬”原则的例外条款，或在 2000 或 2011 劳氏标准救助合同或本协会认可的其他标准救助合同内并入的“保赔协会特别补偿条款”所应支付的特别补偿；
2. “合理产生的费用”，即根据对 1980 年劳氏标准救助合同第 1 (a) 条规定的“无效果无报酬”原则的例外条款所应支付的“合理产生的费用”（及据此所获得的任何增额）。

### **(二十二) 海事调查费用**

在对入会船所遭受的损失或涉及入会船的海难事故的正式调查中，会员为己抗辩或为保护自身利益而产生的开支及费用，但仅以经经理机构事先同意并符合经理机构提出的条件所产生的开支及费用为限。

### **(二十三) 船舶营运所产生的费用**

由于拥有、经营或管理船舶的业务而产生的，且董事会认为属于本协会承保范围的责任、开支及费用。

但是：

- 1) 除下述但书 2) 规定的情况外，本协会对本保险条款其他条款所明确除外的责任、开支及费用不负赔偿责任；
- 2) 对被第八条第（四）款第 4 项规定所除外的索赔，董事会可批准作全部或部分赔付；
- 3) 本协会对根据本款提出的任何索赔，仅在董事会决定的限度内承担赔偿责任，董事会对其决定无需说明理由。

#### **（二十四）损害防止及法律费用**

1. 在发生可导致向本协会索赔的任何海难、事故、事件或事情时或之后，会员仅为了避免或减少其在本协会保险的全部或部分（因免赔额）责任或费用而合理产生的额外开支及费用（非本款下述第 2 项规定的开支及费用），但仅以在经理机构同意下所产生的或董事会决定应由本协会予以赔偿的开支及费用为限。
2. 与会员在本协会保险的全部或部分（因免赔额）责任或费用有关的法律费用及开支，但仅以在经理机构同意下所产生的或董事会决定本协会应予以赔偿的开支及费用为限。

#### **（二十五）执行本协会指示所产生的费用**

1. 会员按照经理机构为了本协会利益而提出的特殊要求行事所产生的开支、费用和损失；或
2. 如无经理机构的特殊要求，会员自己采取行动或不采取行动所产生的开支、费用和损失，但只有在经理机构认为会员的如此行事是为了本协会的利益，会员应从本协会得到赔偿时，本协会才承担赔偿责任。

### 第三条 附则：

#### 1. 本协会对油污索赔的责任限制

- 1) 当船舶由会员（不包括租船人，但包括光船租船人）或代表会员在本协会入会保险时，在符合董事会随时可能决定的条款或条件的情况下，本协会对根据本第三条第十二款及任何其他条款提出的与泄漏或排放油有关的任何索赔（不包括油的灭失或损害）的最高赔偿责任，为每船每事件十亿美元。

当船舶由某一租船人（不包括光船租船人）或代表某一租船人，或由数个该等租船人作为共同入会会员在本协会入会保险时，在符合董事会随时可能决定的条款或条件的情况下，本协会对根据本第三条第十二款及任何其他条款提出的与泄漏或排放油有关的任何索赔（不包括油的灭失或损害）和其他风险索赔的最高总赔偿责任，为每船每事件三亿五千万美元。

- 2) 在不影响本附则第1)项的规定的情况下，对不论是因何国际公约、法令、法律、协议或其他规定所产生的油污责任，也不论是在何地理区域或贸易或其他方面所产生的油污责任，经理机构可在保险年度开始前决定排除、限制本协会对油污责任的保险，或只有在支付额外会费条件下提供该项保险，在这种情况下，会员应按其与经理机构一致同意的会费数额及条款支付额外会费。

## 四、抗辩险承保风险

除非会员与经理机构另达协议，本协会根据本第四条承保会员所产生的下述费用和开支：

- (一) 因下列第 1 至 10 项列明事件引起的任何索赔、争议和诉讼所产生的合理开支和费用。
- (二) 就上述索赔、争议和诉讼或其可能的结果向律师、检验师及其他人员（但不包括会员、本协会或经理机构的人员）咨询意见所合理产生的开支和费用。

但是，除非符合下述情况，本协会对上述开支和费用不负赔偿责任：

- 1) 会员开支和费用的产生，事先得到了经理机构的书面同意；  
或
  - 2) 开支和费用系由本协会根据第八条第（十一）款代表会员所产生；或
  - 3) 董事会认为开支和费用的产生是合理的，会员应从本协会得到赔偿；且
  - 4) 开支和费用未被本保险条款任何但书、保证、条件、免责、限制、免赔额或其他条款或入会条款所排除。
1. 由租船合同、提单或其他货运合同或因入会船所从事的货物运输或贸易所产生的运费、亏舱费、滞期费、延误费、速遣费、转运费、租赁费或其他事项；
  2. 对入会船因碰撞事故滞留所支付的赔偿金；
  3. 救助、拖带、共同海损分摊和费用（如果入会船系救助专用船 / 拖轮或为专用于救助而设计、改装或维持的船舶，且

索赔是由于救助或试图救助所产生或是在救助或试图救助期间所产生的不包括在内，但经理机构可同意包括此类索赔)；

4. 非本协会承保的保险单；
5. 入会船遭受的损害；
6. 对有关入会船事务的正式调查的介入，或对公众团体、当局、公司或社团就有关入会船事务的干预所采取的保护；
7. 入会船的任何建造、买卖、改装或修理合同（包括与该合同有关的任何担保），但仅以合同是入会船在本协会保险开始之时或在本协会保险期间订立的为限，或以经理机构书面同意包括某项合同所产生的索赔、争议或诉讼的为限；
8. 入会船的任何抵押或抵押合同；
9. 与入会船有关的任何其他合同，但除非经理机构另作决定，不包括由管理合同所产生的争议；
10. 董事会认为属于本条规定范围内的任何其他事件。

#### 第四条 附则：

##### 1. 保释或担保费用

对会员为了解除或防止入会船或其任何其他财产或资产被扣押或被查封提供保释或其他担保而产生的费用和开支，本协会均不负赔偿责任，不论该保释或担保是否由本协会提供。

##### 2. 责任限额

本协会在本条下的赔偿责任限额为每争议案 100 万美元。

##### 3. 免赔额

本协会根据本条所作的赔偿应扣除每争议案免赔额 5000 美元。

4. 当任一争议案的费用仅被部分承保时，本协会有权决定对该案所产生费用的赔偿比例。
5. 就本条而言，本附则上述第 2、3 和 4 项所称“争议案”的定义应由董事会根据案情逐案确定。
6. 对由于会员拥有、经营或管理入会船的业务而产生的损失、责任、费用或开支，尽管本条作出了与此相反的规定，如董事会认为属于本协会承保范围，仍可决定由本协会赔付会员任何金额，不论会员是否提出全额索赔。董事会对其决定不必说明任何理由。
7. 有关本条所承保的任何风险，对于会员寻求本协会赔偿的任一特定案件、索赔或争议，经理机构在任何情况下均有权决定是否予以支持，在行使该项权力时，经理机构应考虑其认为相关的所有因素，包括并不限于下述因素：
  - (1) 会员寻求本协会赔偿的有关索赔、争议或诉讼程序的整体案情；
  - (2) 除考虑个别会员的利益外，还应考虑全体会员的利益；
  - (3) 会员行为的合理性；
  - (4) 其决定对本协会财务状况的影响；
  - (5) 由会员提出或代表会员提出的措施的成本效率。
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。  
 经理机构如果认为某个案应该结案或中止抗辩，可在任何时候从会员撤回本协会对该案的抗辩支持，自撤回支持时起，本协会对该案此后发生的任何费用和开支不负赔偿责任。
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。

10. 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。

## 五、船舶险承保风险

除非会员与经理机构另达协议，本协会根据本第五条规定承保船舶全损险、一切险和船舶战争、罢工险。

### （一）保险标的

本协会根据本条承保的保险标的是入会船及本条下述条款所规定的责任或费用。

就本条而言，在提及“入会船”时，应包括其船壳、救生艇、机器、设备、仪器、索具、燃料和物料。

### （二）全损险

本协会根据本第（二）款承保由于下列原因造成的入会船的全损：

1. 地震、火山爆发、闪电或其他自然灾害；
2. 搁浅、碰撞、触碰任何固定的、浮动的或其他状态的物体，或其他海上灾害；
3. 火灾或爆炸；
4. 来自入会船外的暴力盗窃或海盗行为；
5. 抛弃货物；
6. 核装置或核反应堆发生的故障或意外事故；
7. 下列原因：
  - 1) 装卸或移动货物或燃料时发生的意外事故；
  - 2) 船舶机件或船壳的潜在缺陷；
  - 3) 船长或船员有意损害会员利益的行为；
  - 4) 船长、船员、引水员、修船人员或租船人的疏忽行为；
  - 5) 任何政府当局为防止或减轻因本协会承保风险造成入会船损坏引起的污染所采取的行动，

但此项原因造成的全损应非由于会员、船东或其管理人未

克尽职责所致。

### （三）一切险

本协会根据本第（三）款承保上述第（二）款规定原因造成的入会船全损或部分损失或损坏，以及下列责任或费用：

#### 1. 碰撞责任

1) 入会船与其他船舶碰撞或触碰任何固定的、浮动的或其他状态的物体所产生的法律赔偿责任。

但本协会对与下列事项有关的责任不负赔偿责任：

- (1) 人身伤、亡或疾病；
  - (2) 入会船所载的货物或财物或其所承担的责任；
  - (3) 移除或处置障碍物、残骸、货物或任何其他物体；
  - (4) 对任何财产或物件的污染或沾污（包括预防措施或清除作业所产生的费用），但与入会船舶发生碰撞的他船或该他船所载财产所遭受的污染或沾污不在此例；
  - (5) 任何固定的、浮动的或其他状态的物体的延迟或丧失使用所产生的间接损失和费用。
- 2) 当入会船与他船碰撞，且碰撞两船互有过失时，除非一船或两船船东的责任受到法律的限制，本条第（三）款第 1 项下的赔偿责任应按交叉责任原则计算。当入会船触碰物体时，亦适用此原则。
- 3) 本协会在本项下的赔偿责任（包括法律费用）是本第（三）款其他项规定责任之外的一项另行支付的责任。但本协会对每次碰撞或触碰事故所负的赔偿责任不超过入会船的保险金额。

#### 2. 共同海损和救助

- 1) 入会船的共同海损、救助、救助费用的分摊部分。  
入会船若发生共同海损牺牲，会员可获得对这种损失的全部赔偿，而无须先行使向其他方索取分摊款的权利。
- 2) 共同海损的理算应在相关合同规定的理算地按合同规定的法律或理算规则办理。合同未规定的，应按现行《北京理算规则》在北京理算。
- 3) 当所有分摊利益均为会员所拥有，或当入会船空载航行并无其他分摊利益时，共同海损的理算应按《北京理算规则》（第5条除外）或明文同意的其他类似规则办理，如同各分摊利益不由同一人拥有一样。该航程应被视为自入会船从起运港或起运地至抵达其后除避难港口或地点或仅为加油的挂靠港口或地点外的第一个港口或地点为止，若在上述中途港或地点放弃原定航程，则该航程应被视为在该处终止。

### 3. 施救

- 1) 由于本协会承保风险造成入会船灭失或损坏，或入会船因承保风险处于紧迫危险之中，会员为防止或减少可根据本条规定得到赔偿的损失而支出的合理费用。

但，本项规定不适用于共同海损、救助或救助费用，也不适用于第五条另有规定的费用。

- 2) 本协会在本项下的赔偿责任是在本第（三）款其他项规定责任之外的一项另行支付的责任，但本协会在本项下的赔偿责任不超过入会船的保险金额。

### （四）除外责任

本协会不负责下列原因所致的责任、灭失、损坏或

费用：

1. 入会船不适航，包括人员配备不当、装备或装载不妥，但以会员在船舶开航时知道或应当知道此种不适航的为限；
2. 会员及其代表的疏忽或故意行为；
3. 正常磨损、锈蚀、腐烂或保养不周，或会员克尽职责应予发现的材料缺陷，或对上述不良状况部件的更换或修理；
4. 本条第（十一）款规定的船舶战争、罢工险条款承保或除外的风险。

#### （五）免赔额

本协会根据本条上述第（三）款提供的保险应按下述规定扣除免赔额：

1. 对承保风险所致部分损失的赔偿，每次事件应扣除入会船入会证书规定的免赔额（不包括有关碰撞责任、救助、共同海损或施救的索赔）。
2. 在两个连续港口之间的单独航程中，因恶劣气候造成损失的数项索赔应按一次事件处理。

本款规定不适用于入会船全损索赔及入会船搁浅后专为检验船底所产生的合理费用的索赔。

#### （六）海运

除非会员事先通知了经理机构，并接受经理机构所要求的条件及支付额外会费，本协会根据本条第（二）和（三）款提供的保险，对下列情况所造成的灭失、损坏、责任和费用不负责任：

1. 入会船被他船拖带（不包括惯常被拖带或在需要协助被拖至第一个安全港口或地点），或入会船根据会员

事先订立的合同从事拖带或救助服务。但与装卸有关的常规性拖带不在此例。

2. 入会船与他船（非港内或近岸小船）在海上直接装或卸货物，包括两船驶近、并靠和驶离。
3. 入会船（不论有无货载）为拆船意图或为拆船出售意图所进行的航行。

#### （七）延续和延扩承保

1. 如入会船在本协会的保险期间到期时尚在航行中或处于危难中，或在避难港或中途港，经会员事先通知经理机构，并按日比例支付超期会费，本协会对该船的保险将延续到该船抵达目的港为止。该船在延续期间内发生全损的，还需另加交 6 个月会费。
2. 除非经理机构作出书面相反意见，在下述情况下，本协会在本第五条第（二）和（三）款下的保险应自动终止：
  - 1) 入会船的船级社变更，或船级变动、暂停、中止、撤回或到期。但是如果发生此等任一事件时入会船在海上，该自动终止应延迟至船舶到达下一港口时。如果此种船级变动、暂停、中止或撤回是由第五条承保的损失或损坏造成的，则本协会对该船的保险应仅在该船未经船级社事先同意于下一港口开航时自动终止。
  - 2) 自愿或以其他方式变更入会船所有权或船旗，或入会船转给新管理人，或光船出租，或被征购或被征用。但是如果入会船上载有货物并已从装货港开航或在海上空载航行，经会员要求，该自动终止应延迟，直至船舶继续其计划航程，载货船

抵达最后卸货港时为止，空载船抵达目的港时为止。

3. 当入会船违反任何有关货物、航线、航行区域、拖带、救助服务或开航日期的保证或入会保险条款，除非会员在知悉后立即通知经理机构，并接受经理机构修改的承保条件及加付经理机构要求的会费，否则本协会对该船的保险责任自动终止。

#### （八）退费

本协会根据本第五条第（二）或（三）款提供的保险，在下列情况下办理预计总会费退费：

1. 入会船退出或终止在本协会的保险时，在不影响本保险条款第十六、十八、二十四、二十五和二十六条效力的情况下，自退出保险或终止保险之日起至原保险期间届满之日止，应按净预计总会费的日比例计退给会员。但本款规定不适用于根据本条上述第（七）款第 3 项规定而自动终止保险的情况。
2. 入会船在本协会同意的港口或闲置区域内连续停泊超过 30 天时，不论该船是否是在船厂或船坞修理，还是在装卸货物，停泊期间的净预计总会费按日比例的 50% 计退。如果根据本款规定可得到退费的连续 30 天以上的停泊期间跨连同一会员投保的两个连续保险时，本协会仅按本协会承保的实际停泊天数所占的比例计退净预计总会费。

但，本款上述第 1 和 2 项规定不适用于在保险期间或其延续期间船舶发生全损的情况，不论该船舶全损是否是由于本协会承保风险所造成。

#### （九）招标

1. 当入会船受损并需进行修理时，会员应像一个精打细算

的未投保船东那样对受损船舶的修理进行招标以获取最有利的报价。

2. 经理机构也可对入会船的修理进行招标或要求会员再次招标。如果发出了招标，且经经理机构的认可而接受了投标，则本协会将对会员仅因按经理机构要求而发出招标，在发出招标时起至接受投标时止的时间损失期间所支付的燃料、物料及船长、船员的工资和给养给予补贴。但此种补贴不得超过在相关保险年度船舶保险价值的 30%，不足一年的，按日比例计算，但以会员在接到经理机构的认可后毫无延迟地接受投标的为限。

上述补贴应扣除以下款项：在燃料、物料及船长、船员工资和给养方面得到的赔偿，包括可作为共同海损的款项，以及从第三方得到的延迟损害赔偿金和 / 或利润损失和 / 或营运费用。

3. 会员可决定受损船舶的修理地点，但如会员未像一个精打细算的未投保船东那样行事，经理机构有权对会员决定的修理地点或修理厂商行使否决权或从本协会的赔款中扣除由此而增加的任何费用。

#### (十) 索赔和赔偿

##### 1. 全损

- 1) 入会船发生完全损毁或者严重损坏以致不再成为原被保险的同种标的，或会员不可挽回地丧失该船舶，作为实际全损，按保险金额赔偿。
- 2) 入会船在预计到达目的港的日期后超过两个月仍无行踪消息的，可作为实际全损，按保险金额赔偿。
- 3) 入会船实际全损似已不可避免，或者恢复、修理和 /

或救助的费用或者这些费用的总和超过入会船保险价值的，可被视为推定全损，在向本协会发出委付通知后，不论本协会是否接受委付，按保险金额赔偿。如本协会接受了委付，该船应归本协会所有。

- 4) 入会船发生全损时，本协会在本条下的保险即自动终止，但会员仍应向本协会交纳全年会费。会员只有在向本协会支付了全部应付款项（包括并不仅限于全部会费及根据第二十五和二十六条规定所应支付的所有会费和款项）时，才有权从本协会取得全损赔付。

## 2. 部分损失

不属于实际全损或推定全损的任何损失为部分损失。

- 1) 对在本项下的索赔的赔偿，不作以新换旧的扣减。
- 2) 本协会对船底铲刮、除锈或喷漆的索赔不负责任，除非该索赔与被保险事故所造成的船壳板损坏修理直接有关。
- 3) 会员为使入会船适航而做必要的进坞修理，和/或入会船按常规进坞检修时，需同时就本协会所承保的损坏进行修理，则进出船坞的费用和船坞的使用费用应由本协会和会员平均分摊。  
如入会船需就本协会所承保的损坏进坞修理时，会员在该船在坞内期间进行检验或其他修理工作，只要会员的检验或修理工作未延长入会船在坞时间或未增加船坞费用，本协会将全额支付船坞费用，不作任何扣减。
- 4) 本协会不负责赔偿会员为获取或提供资料 and 文件而花费时间和劳务所索要的报酬，也不负责赔偿

会员委派的或代表其行事的任何管理人、代理人、管理公司或代理公司或类似公司为进行此项服务所收取的佣金或费用，除非这些报酬、佣金或费用是经经理机构的事先同意而产生，并以此为限。

- 5) 如果入会船保险金额低于约定价值或共同海损或救助费用的分摊价值，本协会对本项承保的损失和费用的赔偿，应按保险金额与约定价值或分摊价值的比例计算。
- 6) 如果入会船与同一会员所拥有的或与和入会船属同一管理机构的另一船发生碰撞，或接受该另一船的救助，本协会在本项下的责任，应与假定该另一船完全属于第三方时其所承担的责任相同。

#### (十一) 船舶战争、罢工险

##### 1. 责任范围

本协会根据本第(十一)款承保由于下述原因造成的入会船灭失、损坏、碰撞责任或共同海损、救助或施救费用：

- 1) 战争、内战、革命、叛乱或由此引起的内乱或敌对行动；
- 2) 捕获、扣押、扣留、羁押、没收或封锁，但由该等事件引起的索赔必须从事件发生日起满六个月才能受理；
- 3) 任何战争武器，包括水雷、鱼雷、炸弹；
- 4) 罢工、被迫停工或其他类似事件；
- 5) 民变、暴乱或其他类似事件；
- 6) 任何人怀有政治动机的恶意行为。

## 2. 除外责任

由于下列原因引起的入会船的灭失、损坏、责任或费用，本协会不负赔偿责任：

- 1) 原子弹、氢弹或核武器爆炸；
- 2) 入会船船籍国或登记国政府或地方当局所采取的或根据其命令所采取的对入会船的捕获、扣押、扣留、羁押或没收；
- 3) 入会船被征用或被征购；
- 4) 联合国安理会任何常任理事国之间爆发战争（不论宣战与否）。

## 3. 保险的终止

- 1) 本协会或会员有权在任何时候发出通知解除在本第（十一）款下的保险，此项解除在发出通知后 7 天届满时生效；
- 2) 不论是否发出解除通知，本协会根据本第（十一）款规定提供的保险在下列情况下应自动终止：
  - (1) 任何原子弹、氢弹或核武器的敌对性爆炸，不论此种爆炸发生于何时、何地，也不论是否涉及入会船；
  - (2) 联合国安理会任何常任理事国之间爆发战争（不论宣战与否）；
  - (3) 入会船被征用或出售。

## 4. 承保原则

- 1) 本第（十一）款下的船舶战争、罢工险系本协会在本第五条所承保的船舶险的附加险。本第五条第（一）至（十）款规定的船舶险的相关条款也适用在本第（十一）款下承保的船舶战争、罢

工险，但有抵触时，就船舶战争、罢工险而言，应以本第（十一）款的规定为准。

- 2) 本协会对可由其他保险负责的任何索赔不负赔偿责任。
- 3) 如本第（十一）款规定之保险由于本款第 3 项规定的原因终止时，在不影响本保险条款第十六、十八、二十四、二十五和二十六条效力的前提下，净预计总会费可按日比例退还会员。本第（十一）款下的保险不办理停泊退费。

## 六、特别保险

- (一) 除非本协会章程或本保险条款明文禁止，经理机构可根据特别条款接受船舶在本协会入会保险，向会员提供第三、四和五条规定以外的任何特别或额外风险的保险。承保风险的种类和范围以及保险的条款应由会员和经理机构达成书面协议。
- (二) 尽管有第二条第5款规定，本协会仍可根据特别条款承保非与入会船有关或非与入会船的经营有关的风险。但是对此项风险的保险应由会员和经理机构达成明确书面协议。
- (三) 在不影响第十三条第(二)款规定的情况下，经理机构可对本条款第六条、第七条所承保风险的全部或部分进行再保险，当已安排该再保险后，会员仅有权获得从再保险安排实际追偿所得的净金额，以及协会自留风险(如果有的话)部分。

## 七、对租船人、特殊作业和客轮的特别保险

在不影响第六条规定原则的条件下，本协会可承保与会员在入会船上的利益或与其作为船东对入会船的经营相称的下述风险，但仅以与经理机构达成的书面特别协议且根据经理机构要求的条款和条件给予保险。

### （一）对租船人的特别保险

当某船以租船人名义或代表租船人在本协会入会保险时，本协会根据经理机构书面同意的条款和条件承保下述责任、损失和费用：

1. 租船人对入会船船东或二船东有关第三条规定风险所承担的责任及其附带的开支和费用。
2. 尽管有第八条（通用规则）第（四）款第4.1）、2）和3）项规定，租船人对入会船的灭失或损坏所承担的责任及其附带的开支和费用。
3. 尽管有第八条（通用规则）第（四）款第4.2）项规定，租船人因其在入会船上的燃料、燃油或其他财产灭失或损坏所遭受的损失。

### （二）对特殊作业的特别保险

对会员从事第八条（通用规则）第（四）款第5项或本保险条款其他条款排除保险或限制保险的作业所产生的，或在从事任何此等作业过程中所产生的任何责任、罚款、损失、开支或费用，本协会可按会员与经理机构达成的明确书面条款和条件给予保险。

### （三）对客轮的特别保险

本协会可按经理机构书面同意的条款和条件承保客轮会

员下述风险：

1. 对任何旅客行李物品的灭失或损坏的责任，或对任何旅客的伤、病或死亡以及与之有关的医药、住院、丧葬费（包括尸体运送费用）的责任。但以在第三条第（二）款第 3 项下不能取得赔偿的责任、开支和费用为限。
2. 尽管有第八条（通用规则）第（四）款第 4.6) 项规定，由于入会船发生海难事故而对原欲乘坐入会船的旅客支付赔偿金或补偿费的责任，包括其旅费及基本生活费。
3. 会员违反合同或相关规定，未在入会船上提供设施或未提供与在入会船上的旅程有关的设施，根据其法定义务向旅客支付赔偿金或补偿费的责任。

## 八、通用规则

### （一）会员先付，代位求偿和转让

除非董事会另作决定，会员从本协会取得对任何责任、开支或费用的赔偿的先决条件，是其必须首先解除该责任和付清该开支或费用。

在不影响经理机构根据本条第（九）款规定行使索赔处理权的情况下，如果本协会向会员或根据代表会员所出具的担保而向第三方作出了赔付，而该会员就本协会已作出赔付的索赔或事件对某第三方享有要求分摊、赔偿的权利或其他权利，则本协会应从该会员得到以本协会赔付款项为限度的对该索赔或事件的代位求偿权，包括从该第三方索回款项前，因此项赔款所生利息的权利，以及对为行使该等权利而产生的任何费用的追偿权。

会员同意作为受托人为本协会持有该等权利，并根据本协会作出的有关执行权利或索回款项的指示而采取措施。所有追回款项，包括利息和无论何时如何取得的任何款项均应付还本协会。但是，如果追回的所有款项超过了本协会支付的款项（包括利息及不论是否已支付给第三方的费用或是否已由本协会产生的费用），其剩余款项应由会员所得。

在本协会要求时，会员应将该等权利依法转让给本协会。如果由于法律规定，该等权利不能转让或转移，则会员保证不自行解除权利，或保证按照本协会的要求而采取措施以向第三方行使该等权利。

### （二）付费获偿和冲抵

在不影响本保险条款任何其他规定的情况下，会员从本

协会取得对其任何灭失、损害、责任、开支和费用的赔偿的先决条件，是会员或其权益受让人或代表会员的其他人先向本协会付清所有到期会费或其他应付款项。

但是本协会可以放弃此项先决条件，在这种情况下，本协会有权将本协会应付给会员的任何款项冲抵会员应付给本协会的任何款项。

在不影响本保险条款任何其他规定的情况下，本协会有权将本协会应付会员的任何款项冲抵该会员应付本协会的任何款项。

### （三）责任限制

#### 1. 基本原则

在符合本保险条款以及船舶入会保险的任何特别条款和条件的情况下，本协会对入会船承保可依据法律（包括任何有关责任限制的法律）进行判定和确立的责任。本协会对超过法律规定责任的任何金额不负赔偿责任。如果某船仅以其部分吨位在本协会入会保险，除非经理机构已以特殊条款接受了该船如此保险，本协会对会员的任何赔偿应按该船入会吨位与其全部吨位的比例（“相关比例”）支付。如果根据本保险条款，会员的索赔应受任何其他责任限制的制约，则本协会对会员的赔偿应在适用该责任限制后按该相关比例计付。

#### 2. 租船人

当某船以租船人（不包括光船租船人）的名义或代表该租船人在本协会入会保险时，除非该租船人与经理机构另达书面协议，本协会对该租船人提出的与该船在本协会入会保险有关的任何索赔的赔偿责任，应限于假定该租船人是该船登记所有人，并已申请责

任限制且未被否定的情况下所能限制的责任。

### 3. 油污责任

除非本协会可将其责任限制为一个更低的数额，否则本协会对任何有关油污索赔的赔偿责任不超过第三条附则 1 规定的限额。

除非董事会另作决定，上述责任限额不仅应适用于任何一条入会船发生的每件事件，也应适用于不论是涉及一条船舶还是数条船舶的溢漏油或溢漏油威胁的事件，还应适用于根据第三条任何一条或数条条款所提出的所有油污索赔。如果所有此种索赔的总额超过了该责任限额，则本协会对每一索赔的赔付责任应限于该责任限额按每一索赔金额与所有索赔总金额的比例计算的数额。

本款上述规定及下述但书所指的“油污索赔”，在不影响本保险条款另有规定的情况下，应指有关泄漏或排放油类或任何泄漏或排放油类的威胁或后果而无论怎样产生的责任、开支、损失或费用，但不包括对此项油类自身的灭失或损坏的责任。

但是：

- 1) 如果入会船在海难事故发生后向他船提供救助或其他协助，则会员因该救助、协助或该海难事故而产生的油污索赔，应与同样从事与该海难事故有关的救助或协助的任何其他船舶所产生的与油污有关的任何责任或费用合并计算。该任何其他船舶应是在本协会或在属于国际保赔集团分摊协议成员的任一其他保险人投保油污风险的船舶。在此种情况下，本协会的责任限额应是第三条附

则 1 规定的限额按该会员的索赔金额与所有索赔总金额的比例计算的数额。

- 2) 如果某船由某人或代表某人（不包括租船人，但包括光船租船人）在本协会入会保险，还以该人或任何他人名义或代表该人或任何他人（不包括租船人，但包括光船租船人），在本协会或在属于国际保赔集团分摊协议成员的任何其他保险人另行投保了油污索赔风险，则对任一事件所产生的所有该等油污索赔的赔偿总额不得超过第三条附则 1 规定的限额，本协会对在本协会入会保险的赔偿责任应限于该限额按该人员可从本协会获得赔偿的最大索赔额与可从本协会和所有其他保险人获得赔偿的所有索赔总额的比例计算的数额。
- 3) 如果就同一船舶有数个租船人（不包括光船租船人）在本协会或属于国际保赔集团分摊协议成员的任何其他保险人保险，除非董事会根据本条第（三）款第 3 项规定另作决定，所有租船人对任一事件所产生的所有油污索赔可获得赔偿的总额，不得超过第三条附则 1 规定的责任限额。本协会对在本协会入会保险的每一租船人的赔偿责任应限于该责任限额按每一租船人可从本协会获取赔偿的最大索赔额与所有索赔总额之比例计算的数额。
- 4) 如果会员对任何油污索赔尚有其他保险，而该其他保险不仅赔偿限额不超过第三条附则 1 规定的责任限额，而且也非属本协会事先书面同意的限额分配安排，则：
  - (1) 本协会的上述责任限额在适用该索赔时应扣

减该其他保险所规定的限额；及

- (2) 本协会对未超过该其他保险规定限额的索赔不负赔偿责任。

#### 4. 旅客或船员

就本段及附文而言，在不影响本条款其他规定的情况下，“旅客”是指依据旅客运输合同由船舶运送的人或经承运人同意根据货物运输合同随船照料车辆或活动物的人员，“船员”是指除旅客外的其他在船人员。除非本协会可将其责任限制为一个更低的数额，否则本协会对一起事故所产生的全部索赔的总责任不超过：

- (1) 对旅客的责任限额为二十亿美元，及
- (2) 对于由船舶所有人（租船人除外，但包括光船承租人）或代表船舶所有人入会的每一船舶，对旅客及船员的责任限额为三十亿美元。

但是：

如果船舶由某人或以某人的名义（租船人除外，但包括光船承租人）在本协会入会保险，又由该人或以该人名义的其他此类任何人在本协会或在属于国际保赔集团分摊协议成员的其他任何保险人另行投保时，

- 1) 对于旅客责任索赔，可从本协会和 / 或其他此类保险人获得的总补偿不超过每事故二十亿美元，本协会的责任仅限于按该人员可从本协会获得补偿的数额占可从本协会及其他此类所有保险人获得总补偿额的比例计算的数额。
- 2) 对于旅客及船员责任，可从本协会和 / 或其他此类保险人获得的总补偿不应超过每事故三十亿美元。
  - (1) 如果对旅客的责任已按照上述 1) 的规定限制在

二十亿美元，则本协会对船员的责任应限于余下的十亿美元按该人员可从本协会获得的补偿占可从本协会及其他此类所有保险人获得总补偿额的比例计算出的数额；且

(2) 在其他情况下，本协会对旅客及船员的责任应限于三十亿美元按该人员可从本协会获得的补偿占可从本协会及其他此类所有保险人获得总补偿额的比例计算出的数额。

5. 本款上述第 2 项和第 3 项规定不适用于第五条规定的保险。

#### (四) 除外责任

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、5 和 10 项规定仅适用于第三条规定的保险。

##### 1. 船舶险承保风险

除非董事会另做决定，或经理机构书面同意作为船舶入会保险条款给以承保，本协会对在入会船发生导致责任、开支或费用的事件时，船舶如其应有价值，根据与附上 1/10/83 学会定期船舶险条款的劳氏海运保单 MAR1/1/82 格式条款相当的条款或本协会第五条规定的船舶险条款足额地投保了船舶险，而本应由船舶险保险人承保的责任、开支或费用不负赔偿责任。就本保险条款而言，在无约定的情况下，船舶应有价值系指在上述事件发生日船舶的市场价值。

##### 2. 战争风险

当引起会员任何责任、开支或费用的损失或损坏，人员伤亡病，或其他事故是由于以下原因造成时，本协

会对会员的此项责任、开支或费用不负赔偿责任（不论会员或其雇佣人员或代理人员的任何疏忽是否是产生这些责任，开支或费用的原因之一）：

- 1) 战争、内战、革命、叛乱、暴动或由此而引起的内乱，或由或对交战武装力量做出的任何敌对行为，或任何恐怖行为（但是，对某件行为是否构成恐怖行为存在争议时，董事会的决定应是终局性结论）；
- 2) 捕获、扣押、扣留、禁运或羁押（船长或船员的不法行为和海盗行为除外）及其后果，或进行这些行为的任何尝试；
- 3) 水雷、鱼雷、炸弹、火箭、炮弹、爆炸物或其他类似战争武器（仅因运输任何这些武器而产生的责任、开支和费用除外，不论这些武器是否在入会船上），但是本项除外不适用于由于政府的命令而使用这些武器，或是根据董事会或经理机构为避免或减轻本协会承保范围内的责任、开支或费用所做出的书面批准而使用这些武器。

但是：

尽管这些责任、开支或费用可能被本项规定排除，董事会仍可决定向会员提供本保险条款规定的任何或所有风险的特别保险。但是，此种特别保险的限额、条款和条件应以董事会决定的为准。

### 3. 核风险

本协会对由于下列原因直接或间接造成的或引起的任何责任、开支或费用，或归因于下列原因所产生的任何责任、开支或费用不负赔偿责任：

1) 由于下列物质或设施产生的核辐射，或下列物质或设施的放射性、有毒性、爆炸性、或其他危险性或污染性：

- (1) 任何核燃料、核废料或核燃料的燃烧，或
- (2) 任何核设施、核反应堆或其他核装置或其核部件；或

2) 任何应用原子或核裂变和 / 或核聚变的战争武器，或其他类似的核反应或核放射武器或物质。

但是：

1) 本项除外规定不适用于入会船将“例外物质”作为货物运输所产生的责任、损失、开支或费用。本款所指“例外物质”是指含有用于或拟用于工业、农业、商业、医学或科学目的的放射性同位素，或董事会认可的其他例外物质。

2) 尽管这些责任、开支或费用可能被本第 3 项规定排除，但董事会仍可决定对该风险向会员提供特别保险。但是，此种特别保险的限额、条款和条件应以董事会决定的为准。

#### 4. 入会船损坏，租金损失等

以符合第三条第（二十）款第 6 项及第（二十三）款规定为条件，除本项另有规定外，本协会对下述损失或费用不予赔偿：

- 1) 入会船全部或部分灭失或损坏；
- 2) 入会船上的任何设备或任何集装箱、索具、物料或燃料的灭失或损坏，但以这些设备或任何集装箱、索具、物料或燃料是会员或会员之关联公司或与会员在同一管理机构下的公司所拥有或租

赁的为限；

- 3) 入会船的修理费或与此有关的任何费用或开支；
- 4) 由会员提出的或向会员提出的有关入会船全部或部分运费或租金损失的索赔。但如果此项运费或租金损失构成可从会员获得赔偿的属本保险条款承保范围内的货物责任索赔的一部分的，或经理机构同意计入该货物索赔之中的不在此例；
- 5) 救助或救助性质的服务以及与此有关的任何开支和费用；
- 6) 由于入会船的一项租约或其他航次任务被取消所产生的损失；
- 7) 因不可收回债务或因任何人包括代理人的无偿债能力而产生的损失；
- 8) 会员提出的或向会员提出的有关入会船滞期、延迟或受阻留的索赔。但如果此项滞期、延迟或受阻留构成可从会员获得赔偿的属本保险条款承保范围内的货物责任索赔一部分的，或经理机构同意计入该索赔之中的不在此例。

但是，

本项除外规定不适用于根据第三条下述条款提出的索赔：

- |         |               |
|---------|---------------|
| 第（十一）款  | 人命救助          |
| 第（十八）款  | 未能取得的共同海损分摊款  |
| 第（十九）款  | 船方共同海损分摊款     |
| 第（二十一）款 | 对救助人的特别补偿     |
| 第（二十四）款 | 损害防止及法律费用     |
| 第（二十五）款 | 执行本协会指示所产生的费用 |

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

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：

1) 救助作业

入会船实施救助作业或由会员提供救助（对本条款而言，救助或救助作业应包括残骸清除作业）所产生的责任、开支和费用，但是下列情况不在此列：

- (1) 入会船为了救助或试图救助海上人命实施救助作业所产生的责任、开支和费用；及
- (2) 会员（作为专业救助者）所产生的责任、开支和费用，这些责任、开支和费用由该会员与本协会达成的一项特别协议所承保，且由于该会员对入会船的经营及与会员在入会船上的利益有关而产生。

2) 钻探作业

从事与石油或油气勘探、开采相关的钻探或生产作业的入会船，包括锚泊于或安置于作业场域的作为任何这种作业的一个组成部分的起居舱室，所产生的责任、开支和费用。但以这些责任、开支和费用是由钻探或生产作业所产生的，或在钻探或生产作业期间所产生的为限。

就本项规定而言，某船舶如果是（特别是）一条储油油轮，或者是一条用于储油的其他船舶，且处于下述之一情况的，应被视为在实施生产作业：

- (1) 油由油井直接输入储油船；或

(2) 储油船上设有油气分离装置,气在储油船上从油中分离出来,而不是靠自然泄放。

对于被用以从事与开采石油或油气相关生产作业的入会船,下列期间或情形不属于协会承保范围:

- (1) 从入会船与油井建立起直接或间接的连接时起,到该入会船与油井断开连接时为止,此种断开连接的目的是为了驶往港口或其他作业场所而按计划驶离作业现场;亦或
- (2) 入会船与油井非有意断开连接,或为应对突发状况而有意断开连接;亦或
- (3) 无论是否为了应对突发状况,入会船与油井虽保持连接但不再进行作业。

### 3) 特殊作业

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、气泡幕的布设、运行与回收,以因下述事项而产生的责任、开支和费用为限:

- (1) 由该项作业的任何受益者或任何第三方(不论其与该项作业的受益者是否有关系)就作业的特殊性提出的索赔;或
- (2) 会员未能完成此项特殊作业,或会员的作业、产品或服务的效果或质量的适切性;或
- (3) 承包工程的任何灭失或损坏。

但是,本除外条款不适用于会员因下述事项而产生的责任、开支和费用,但仅以本协会根据本保

险条款第三条规定予以承保的责任、开支和费用为限：

- (1) 在入会船上的船员和其他人员的伤、病或死；  
或
- (2) 入会船残骸的移除；或
- (3) 入会船泄漏油类造成的污染或污染威胁。

#### 4) 废料处置及潜水作业

因下列事由引起的任何索赔所产生的责任、开支和费用：

- (1) 由入会船进行废料焚烧或处置（但不包括作为其他商业活动中附带完成的任何此类作业，非特殊作业）；或
- (2) 会员使用潜水艇、微型潜水艇、潜水钟或遥控潜水器实施的作业；或
- (3) 会员负有责任的专业或商业潜水作业，但此种作业不包括：
  - i. 入会船实施救助所导致的潜水作业，而作业潜水员系入会船(或是由入会船操作的潜水钟或其他类似设施或小艇)的船员，且会员对该潜水员的作业负有责任；及
  - ii. 与入会船进行的检查、修理或保养有关或与入会船造成的损坏有关而附带实施的潜水作业；及
  - iii. 娱乐性潜水活动。

#### 5) 非海事人员

会员产生的与以下任何人员有关的责任、开支和费用：

- (1) 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，除非其雇主与会员间达成经经理机构同意的该风险的契约性分担；或

(2) 当入会船在锚泊之中（非临时锚泊），且作为旅馆、饭店、酒吧或其他娱乐场所对公众开放时，旅馆和饭店的旅客或其他游客或该船餐饮服务船员。

#### 6) 重大件货物运输

会员产生的与以下重大件货物运输有关的责任、开支和费用：对载于半潜式重吊入会船或任何其他重大件货物运输专用入会船上的货物的灭失或损坏或其残骸的处置。但如果该货物是根据“重大件货物运输标准合同”条款或经理机构书面认可的任何其他条款运输的不在此例。

#### 6. 双重保险

除非董事会另作决定，本协会对会员可从任何其他保险下获得赔偿的责任、开支或费用不负赔偿责任；本协会对除了在其他保险中订有对双重保险不负责任或限定责任的条款外，还假定船舶并未在本协会投保本保险条款规定风险的情况下，会员本可从该其他保险中获得赔偿的责任、开支或费用也不负赔偿责任。

#### 7. 轻率贸易（承运违禁品、偷越封锁、非法贸易，或轻率或冒险经营）

本协会对入会船承运违禁品、偷越封锁，或从事非法贸易，或者经理机构考虑所有因素后认为入会船所进行的运输、贸易或航程不谨慎、不安全、过于危险或不恰当所产生的索赔不负赔偿责任。

## 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量权）。

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。
- 3) 符合以下情况的电子贸易系统可视为获得确认：
  - (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，且其可靠性由以下证据证明：
    - i. 独立第三方机构的审计；或
    - ii. 监督、监管或认证机构或适用的自愿性计划的声明；或
    - iii. 适用的行业标准；并且
  - (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。

9. 共同入会会员、船队入会会员、集团入会会员之间的争议

协会对会员与共同入会会员、船队入会会员、集团入会会员之间的争议、索赔，或共同入会会员、船队入会会员、集团入会会员之间的争议、索赔所产生的责任、损失、费用和开支不负赔偿责任。

10. 追偿权

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。

（五）保持船级和符合法定要求

除非会员与经理机构另达书面协议，下列条件是本协会承保每条入会船的基本条件：

1. 入会船在整个入会期间必须在经理机构认可的一个船级社入级，并始终保持该船级社所给予的船级。
2. 一旦发生可使船级社建议会员对船舶进行修理或采取其他措施的任何事件或情况，会员必须立即报告该船级社。
3. 会员必须在船级社指定的时间内执行该船级社提出的与入会船有关的所有规则、建议和要求。
4. 会员认可经理机构就入会船船级的保持情况对入会船入级的任何船级社或在任何时候曾经入级的任何船级社所持有的任何资料进行检查；并授权船级社在

经理机构为其认为必要的任何目的而提出要求时，向经理机构出示和提供这些资料。

5. 入会船在入会期间的任何时候更换其入级的船级社时，会员必须立即告知经理机构，并将其至换级日尚未执行的船级社对该船作出的所有建议、要求或限制告知经理机构。
6. 会员必须遵循入会船船籍国关于船舶建造、改装、状况、装备、设施和人员配备方面的所有法定要求，并必须始终保持由船籍国或代表船籍国根据上述要求以及《国际安全管理规则》和《国际船舶和港口设施保安规则》签发的法定证书的有效性。

如果会员不履行上述条件，除非董事会另作决定，并以此为限，本协会对会员在不履行或未曾履行上述条件期间所发生的任何索赔不承担赔偿责任。

但是：

如果某船仅以租船人（不包括光船租船人）的名义或代表该租船人在本协会入会保险，该租船人的获赔权利将不取决于对本第（五）款上述第 2、3、4、5 或 6 项条件的履行。

#### （六）船舶检验

1. 经理机构可随时指定检验师或其认为合适的其他人员代表本协会对入会船进行检验。
2. 如果入会船闲置 6 个月或 6 个月以上，不论该轮是否在该全部闲置期间在本协会入会保险还是部分闲置期间在本协会入会保险，会员一旦决定恢复该入会船营运，应在入会船离开闲置地至少 7 天前通知经理机构。经理机构收到会员上述通知后，可指定检验师或其认为合适的其他人员代表本协会对船舶进行检验。

3. 在上述第 1 和 2 项规定的情况下，会员应

- 1) 提供进行船舶检验所需要的便利，并
- 2) 遵循经理机构在船舶检验后提出的建议。

如果会员违反上述第 2 或 3 项规定的义务，除非董事会另作决定，并以此为限，会员无权就在违反期间发生的任何海难、事件所引起的任何索赔从本协会取得赔偿。

如果会员违反了上述第 2 项规定的义务，但在其履行了上述第 3.1) 项规定的义务时，即可被视为其对第 2 项规定义务的违反终止。

尽管有上述规定，经理机构仍可根据检验情况或在会员违反第 3.1) 项和第 3.2) 项规定的义务时，决定立即停止会员有关入会船在本协会的保险。

#### (七) 停泊退费

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），会员有权获得第三条所述的保赔险净会费返还，具体如下：

1. 如果船舶在安全港口或地点停泊，船舶的所有机器设备（包括船舶自身发电机）停止运行，并且无船员或其他人员在船上或在船边周围值守，但为了保证船舶的安保所需的最低配员除外；会员按日最高可获得 90% 净会费的返还，经理机构对此具有裁量权；
2. 如果船舶在安全港口或地点停泊，且船舶的机器设备仍在运行，对此会员按日最高可获得 50% 净会费的返还，经理机构对此具有裁量权。

但以下列条件为限：

- 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；
- 2) 尽管有上述 1) 的规定，在停泊期间所进行的船舶日常维护则不影响会员按照上述 2 的规定获得退费；
  - 3) 如果船舶有可能连续停泊 30 天以上，且无论其按照本条款对停泊退费的申请是否已提交或预计要提交，则：
    - (1) 会员应立即按照经理机构要求的表格，将船舶停泊位置、船员安排和预计停泊时间等信息，以书面形式通知经理机构；
    - (2) 在上述 (1) 所指的通知发出后，会员负有对船舶及停泊港口或地点的安全进行持续评估的义务，并在情况发生重大变化时，及时通知经理机构；
    - (3) 经理机构有权但不是义务安排检验或者其他调查，以确定船舶和停泊港口或地点的安全，并且除经理机构另有书面同意，否则会员应承担该检验费或调查费；
    - (4) 经理机构对船舶停泊的港口或地点在本条款意义上是否为安全具有唯一的裁量权。
  - 4) 停泊退费的申请应按经理机构所要求的表格提出；
  - 5) 当停泊通知已提供，无论会员是否已获得停泊退费，按照本条款的规定，会员保证以下为会员获得停泊退费补偿的前提条件，即会员和船舶应当：
    - (1) 始终遵守本条款的规定，尤其是第八条（五）款的规定；
    - (2) 遵守对停泊港口或地点有管辖权的主管部门的法定要求，包括但不限于港口当局、港口主管机关，以及船旗国和船级社的任何要求；
  - 6) 租船入会下的停泊不退会费，但光租入会的情况除外；
  - 7) 本条款中的净会费是指除巨灾会费外，扣减不可返还

的再保险费、保险佣金、行政管理费及会员应付的其他费用后的会费。

- 8) 除非董事会另有决定外，停泊退费应在停泊结束或该保险年度结束后 3 个月内提出，二者以时间先者计，否则不予补偿。
- 9) 经理机构有权全部或部分地承认那些按照本条款规定本应被排除在外的停泊退费的索赔。
- 10) 当入会船停泊期间超过 30 天以上，无论部分停泊期间是否在本协会入会期间内或者会员按照本条款的规定是否已要求退费补偿，会员应在船舶从停泊地点开航前最少 14 天通知经理机构，经理机构有权在开航前或开航后对船舶进行检验。在不影响上述规定的情况下，本条款第八条（六）款应适用于停泊船舶。

#### （八）损害防止义务

一旦发生将导致会员向本协会提出索赔的任何海难、事件，会员和其代理人有义务采取和不断地采取各种合理的措施，以避免或减少可能由本协会承保的任何责任或费用。如果会员违反本项义务，对会员就该事件所提出的任何索赔，除非董事会另作决定，并以此为限，经理机构可拒绝赔付或对赔款扣减其决定的数额。

#### （九）处理索赔的权利和义务

1. 入会船一旦发生将导致会员向本协会提出索赔的每一件海难、事件或索赔，或发生致使会员产生可由本协会承保的责任、开支或费用的每一件事或事情，会员必须立即如实通知经理机构或在必要时通知距离最近的本协会通讯代理。
2. 会员必须立即将与上述第 1 项所提及的任一事情有关的每一次检验或检验机会通知经理机构。

3. 会员必须随时将其或其代理所拥有、掌管或获知的与上述第 1 项所述海难、事件有关的任何情况、文件或报告通报经理机构，并应在经理机构要求时迅速提交给本协会，和 / 或允许本协会或其代理人对会员或其代理所拥有或掌管的任何种类的相关文件进行查阅、复制或拍照，还应允许本协会或其代理人对会员的雇员、代理人，或在海难、事件发生之时或之后的任何时候被会员聘用的其他人员，或本协会认为可能对海难、事件有任何直接或间接了解的或有责任在什么时候对此向会员作出报告的其他人员进行调查。
4. 会员应遵循经理机构根据下述第 7 项规定对索赔或可引起向本协会索赔的任何海难、事件所提出的处理和解决意见。
5. 会员在获取经理机构书面同意前不得对可能由本协会承保的任何索赔进行结案、认可责任或放弃对第三方追偿的权利。
6. 会员向本协会提交索赔时，如该索赔涉及第三方责任或费用，会员应将所有必要的文件移交给经理机构，并协助经理机构向第三方追偿。
7. 经理机构有权根据自己的决定：
  - 1) 掌控、指导、处理或接管处理与本协会全部或部分承保的或与可能由本协会全部或部分承保的任何责任、损失、损害、费用或开支有关的任何索赔、法律诉讼或其他行动并有权以会员的名义进行该法律诉讼；并
  - 2) 要求会员根据其认为合适的方式和条件对上述索赔、诉讼或行动做出解决、折衷处理或其他处理；

3) 对会员在本协会保险的有关责任、开支或费用的赔偿，按会员解除其责任或支付开支或费用之日的货币兑换率，从其他货币兑换为会员交付会费的货币支付会员。

8. 本协会为避免或减少根据本保险条款可予赔偿的责任、损失、损害、开支或费用而采取的措施，不应被视为本协会放弃权益或承诺责任或构成对本协会权益的侵害。

如果会员违反上述第 1 至 6 项所述任何义务，对该会员就海难、事件向本协会提出的任何索赔，除非董事会另作决定，并以此为限，经理机构可拒绝赔付或对赔款扣减其决定的数额。

#### (十) 时间限制

在不影响上述第（九）款关于会员告知义务规定的情况下，除非董事会另作决定：

##### 1. 有关保赔险和抗辩险

在以下情况下，会员根据第三条和第四条提出的任何索赔应予解除，本协会对此不再承担赔偿责任：

- 1) 会员在知悉入会船发生了本条第（九）款第 1 项所述任何海难、事件或索赔的一年内，未通知经理机构；或
- 2) 会员对任何责任、开支或费用清偿或结案一年内未将索赔案提交经理机构求偿。

##### 2. 有关船舶险及船舶战争、罢工险

会员在海难、事故或事件或损失发生后两年内未将索赔单证提交经理机构求偿，本协会对会员根据第五条提出的任何索赔不负赔偿责任。

### （十一）担保

本协会无义务为释放或防止扣押或查封入会船或会员或会员之关联公司或与会员在同一管理机构下的公司所拥有或管理的任何其他船舶、财产或资产（包括运费或到期款项），或为释放或防止拘留该等船舶的任何船员而提供保释或其他担保。但本协会可同意以必要的条款就某个案提供保释或其他担保。如果本协会同意提供保释或其他担保，会员应遵守下述第 1 至 7 项规定或由经理机构与会员对该等规定作出的任何变更而订立的特别协议：

1. 本协会提供保释或其他担保并不构成本协会对与此有关的索赔承担责任。
2. 本协会有权对因提供保释或其他担保而产生的费用从会员取得偿付，但如由会员产生的该项费用可根据第三条第（二十四）款从本协会取得赔偿的不在此例。
3. 本协会有权对提供保释或其他担保向会员收取保释或担保金额的每年 1% 手续费，或经理机构认为合适的其它数额的手续费。
4. 本协会同意提供保释或其他担保时，会员应按本保险条款附件 2 会员《担保标准格式》向本协会出具担保。
5. 会员应在本协会决定的日期，向本协会支付本协会为之提供保释或其他担保且属于本协会承保范围的任何责任、损失、开支或费用所适用的任何免赔额款项。
6. 不论会员是否向本协会出具担保，如果本协会为会员提供了保释或其他担保，则上述第 4 项所提及的会员《担保标准格式》的条款应作为本协会与会员一

致同意的条款；会员《担保标准格式》的条款和条件对会员有约束力，如同会员已向本协会出具了具有这种条款和条件的担保一样。

7. 如果本协会根据本款规定提供了保释或其他担保，而会员未能遵循本协会根据第八条提出的要求或作出的指示，则本协会有权向会员发出 14 天的书面通知（除非本协会在此期间已被解除了其在该保释或担保下的责任），以会员的名义对会员收到的索赔或可能的索赔进行抗辩、结案或作出其他处理。会员应在本协会要求时，偿付本协会由于行使本项规定的权利而产生的任何损失、损害、责任、开支和费用。但是如果损失、损害、责任、开支和费用是由会员产生的且可从本协会得到赔偿的不在此例。
8. 在任何情况下本协会不提供现金担保。

## （十二）证书

尽管有第八条（四）款 2、3 项的除外规定，应会员的要求，本协会签发下述担保或证书，并以会员的名义承担因此所产生的责任、开支和费用：

1. 本协会根据美国法典 89 — 777 第 2 章规定向美国联邦海事委员会提交的担保或其他保证；或
2. 本协会根据 1969 年或 1992 年国际油污损害民事赔偿责任公约第 7 条或任何修订案签发的证书；或
3. 本协会根据 1992 年国际油污赔偿基金有关小型油轮油污赔偿协议签发的担保；或
4. 根据 2001 年国际燃油油污损害民事责任公约第 7 条签发的证书；或
5. 按照 2007 年内罗毕残骸清除国际公约第十二条由协会出具的证书；或

6. 按照经修订的 2006 年《海事劳工公约》规则 2.5.2、标准条款 A.2.5.2、导则 B.2.5 以及规则 4.2、标准条款 A.4.2.1、导则 B.4.2 或者为实施 2006 年《海事劳工公约》所制定的类似法律规定，由协会出具的证书；该证书一旦被出具，2016 年《海事劳工公约》延展条款将适用或被并入其中；或
7. 按照在当前保险年度内生效的其它法律、法规或者国际公约的规定，由协会签发的保函、担保或者证书。

但是：

1. 对于本协会仅因出具担保、保证或证书而承担的责任、开支和费用，会员应将其从标准保赔战争保险中获得的赔款补偿给本协会，如会员未安排标准保赔战争保险或虽安排了但因未完全履行该保险项下的义务从而无权从该保险项下获得赔款，则应将其视同安排了标准保赔战争保险且完全履行了该保险项下的义务从而有权从该保险项下获得赔款。在此情况下，会员应将其本应从标准保赔战争保险中获得的赔款补偿给本协会。并且
2. 会员承诺：
  - 1) 本协会因出具担保、保证或证书而承担的责任、开支和费用，在会员从任何其他保险或本协会提供的延展保险中获赔的任何款项的限度内，视为会员从本协会获得的贷款，并且
  - 2) 以本协会自由裁量所决定的可行的范围和条款，将会员在任何其他保险下所享有的一切权利或向任何第三者索赔的一切权利转让给本协会。

### （十三） 律师及其他人员的聘用

1. 在不影响本保险条款任何其他规定以及不放弃本协会根据下述规定而享有的任何权利的情况下， 经理机构可在任何时候代表会员以其认为合适的条款委托和聘用律师、检验师或其他人员（不论会员是否已经委托和聘用了律师、检验师或其他人员），对可导致会员向本协会索赔的任何事件进行处理，包括并不仅限于对任何此项事件进行调查或提出意见，及提起法律的其他形式的程序，或对有关法律的其他形式的程序提出抗辩。经理机构也可以在其认为合适的时候中止此项聘用。
2. 本协会仅对会员经经理机构事先同意所聘用的，或经理机构代表会员所聘用的上述第 1 项所述人员所产生的费用和开支负责。
3. 会员经经理机构事先同意委托和聘用律师、检验师或其他人员，或经理机构代表会员委托和聘用律师、检验师或其他人员，均应按照或被视为按照以下条款进行委托和聘用：
  - 1) 被聘律师、检验师或其他人员有权在经理机构或者会员的要求下退出聘用，或者在他们认为本协会和会员之间已经产生或可能产生利益冲突而应该退出的情况下退出聘用（不影响其基于任何其他原因而退出聘用的权利）；
  - 2) 被聘律师、检验师或其他人员已得到会员指示，（在整个受托或被聘期间及退出聘用以后）自始至终向经理机构就事件提交意见并作出报告，而无需先向会员提交意见报告；
  - 3) 被聘律师、检验师或其他人员应向经理机构提交其掌握或控制的有关事件的任何文件或信息，而无需先向会

员提交；

如同他们自始至终受托代表本协会行事一样，尽管任何这些意见、报告、文件或信息将另受法律的或任何其他形式的特权所保护。

#### （十四）利息

本协会对其应付会员的任何款项不支付利息。

#### （十五）会员的故意不当行为

本协会对会员明知入会船不适航仍派或任其开航而产生的任何责任、灭失、损害、开支或费用不承担赔偿责任。本协会对由于会员的故意不当行为所产生的任何责任、灭失、损害、开支或费用不承担赔偿责任。

#### （十六）电子通讯

本协会以任何电子通讯形式发出或接收的任何记录或文件，在无显然错误的情况下，应是该项通讯以及对该项通讯的发出或接收的最终证据。

#### （十七）制裁风险

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。
2. 如果由于任何相关主管当局或政府对国际保赔集团分摊协议下的任何成员和/或再保险人支付款项的制裁禁令、限制、打压行为或此风险导致协会就任何责任、成本、费用从该成员或再保险人处取得的赔偿出现短缺，则在任何情况下，船东均无权就该责任、成本、费用的短缺部

分从协会获得赔偿。就本段而言，“短缺”包括但不限于由于该分摊协议成员或再保险人延迟付款或根据相关主管当局或政府的要求，将款项汇至指定的账户，从而导致协会无法获得赔偿或延误获得赔偿的情况。

3. 尽管本保险条款有任何其他明示或默示的规定，但在协会知悉任何初步证据，证明会员的任何行为使得或可能使得协会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时，协会有权在无需通知的情况下立即停止对该会员的保险，则协会对该会员的保险立即终止，对该会员所有入会船舶的保险也同时终止。

#### （十八）适用中国法律

本保险条款及本协会订立的所有保险合同均应适用中华人民共和国法律，但是，《保险法》除外。

## 九、入会保险申请及告知义务

- (一) 会员应在入会申请时将影响本协会据以确定会费或确定是否同意承保的任何重要情况，如实告知本协会，并随时将改变本协会承保风险、条件或条款的任何重要情况，如实告知本协会。本协会保险成立的先决条件是：会员向本协会提供的所有信息应是完全的和真实的，但以会员知道或在通常业务中应当知道的为限。
- (二) 任何要求将船舶投入本协会保险的申请人应按经理机构随时要求的格式提交入会保险申请书，并提供有关船舶的规范。船舶入会保险申请可在任何时候提交。
- (三) 入会保险申请一经被接受，申请人在申请书上填报的船舶规范及其在申请入会保险时或在协商变更保险条款的过程中向经理机构提供的任何其他信息，应被视为构成申请人与本协会之间的保险合同的基础。
- (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。
- (五) 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。

## 十、共同入会保险及船队入会保险

- (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经理机构书面同意的条款。
- (二) 除非另有书面协议，全体共同入会会员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，任一共同入会会员对有关该项入会保险收取了本协会支付的任何款项，应作为本协会对该款项支付责任的充分履行。
- (三) 任一共同入会会员未告知其所知悉的重要情况应被视为全体共同入会会员未告知。
- (四) 任一共同入会会员导致本协会拒绝赔偿的行为应被视为是全体共同入会会员的行为。
- (五) 除非经理机构另给书面同意，由本协会或代表本协会向任一共同入会会员发出的任何通讯应被视为全体共同入会会员所获知，任一共同入会会员发给本协会、经理机构或他们的代理人的通讯应被视为得到了全体共同入会会员的完全同意和授权。
- (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。
- (七) 船队入会保险  
当数条船舶由一个或数个会员加入本协会保险，且经理机

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（六）款的相关规定，也应适用于本款规定的船队入会保险。

- （八）本条款下所提供的保险应仅延展到船东通常从事或者负责的营运或活动中所产生的风险、责任和费用，以及本条款和入会证书中载明的特别条款所规定的承保范围之内。

## 十一、集团会员入会保险

- (一) 经理机构可根据这样的条款接受任何船舶在本协会入会保险, 即, 在本条下述第(二), (三)和(四)款规定的限度内, 以及根据该三款规定的条件, 本协会就该船向会员提供的保险将延展至附属于或关联于该会员的任何人员或公司。本协会与任何该等人员或公司(均被称之为“集团会员”)之间的权利和义务, 在符合下述第(二), (三)和(四)款规定的情况下, 应为该会员与经理机构书面同意的权利和义务。
- (二) 根据本条上述第(一)款规定, 本协会延展至集团会员的保险, 应限于对与他们产生的责任、开支或费用有关的索赔的赔偿, 且以符合下述情况的为限:
1. 如果该索赔是向入会船会员提出, 该会员也将产生相同的责任、开支和费用; 且
  2. 该会员有权根据该船在本协会保险的条款从本协会取得赔偿。
- (三) 本协会对任一事件向会员以及根据本条规定已得到延展保险的所有集团会员承担的全部赔偿责任, 不应超过该会员就该事件可从本协会取得赔偿的款额。该会员和任一集团会员从本协会收取该款项或收取总数为该款额的数笔分别支付的款项, 应作为本协会对其赔偿责任的全部及充分的履行。
- (四) 如按照本条款承保的任一当事方的行为使协会拒绝对其进行补偿, 则该行为应被视为同一入会的所有被保险人的行为。

## 十二、入会证书和保险背书

- (一) 本协会接受船舶入会保险申请后，以及随后的每一续保保险年度开始时，经理机构应尽快向该船会员签发船舶入会证书。该入会证书格式可由经理机构随时制定，入会证书应载明保险期间开始之日或视具体情况载明保险年度，以及该船舶入会保险的条款和条件。
- (二) 在任何其他时候，如果经理机构和会员同意对任何入会船变更入会保险条款，经理机构应随后尽快向会员签发保险背书，保险背书应载明变更的条款以及此项变更生效的日期。
- (三) 按上述规定所签发的每份入会证书和保险背书，关于保险期间的起始，船舶入会保险的条款和条件，以及任何变更的条款和此项变更的生效日期均为最终证据，从各个方面均有约束力。但是如果经理机构认为某一入会证书或保险背书存在错误或疏漏，可签发一份新入会证书或新保险背书，此份新入会证书或新保险背书将为最终证据并具有如上所述之约束力。

## 十三、再保险

- (一) 除非本协会章程或本保险条款明文禁止，管理机构可代表本协会订立再保险合同，对其他协会或保险人承保的任何一条或数条船舶所产生的风险给予再保险，或对任何其他协会或保险人承保的全部或任何部分或任何比例的保险业务给予再保险。

本协会可得会费或保费以及本协会接受再保险的条款和条件应由管理机构与该其他协会或保险人达成协议。除非另有书面协议，其他协会或保险人应在各个方面遵循本保险条款规定并受本保险条款规定约束。其他协会或保险人与本协会的合同应在这样的状况下实施，即在各个方面，该其他协会或保险人如同是可能产生相关风险的任一条或数条船舶的船东，且作为船东已将船舶在本协会进行了入会保险。

- (二) 管理机构有权代表本协会以其认为合适的条款对本协会所承保的任何风险（包括本条上述第（一）款所提及的再保险而可能承担的任何风险）向其认为合适的再保险人分出保险。

## 十四、会员

- (一) 任何船东，均可申请将其具有有效船级证书和由船籍国或代表船籍国签发的所有法定证书的船舶投入本协会入会保险。如果本协会同意按照向本协会支付互助会费的条款（“互助会费入会保险”）接受其申请，并将其姓名或名称记入会员登记簿，则自本协会同意接受该船舶入会保险之日起，该船即为入会船，该船东即为会员。
- (二) 如果本协会同意按照向本协会支付固定会费的条款（“固定会费入会保险”）接受某船在本协会保险，则管理机构可决定该船船东是否成为会员。
- (三) 如果本协会根据第十三条第（一）款规定同意接受对任何风险的再保险，则管理机构可决定被本协会再保险的保险人和 / 或被该保险人承保的船东是否成为会员。
- (四) 如果以某船东名义在本协会入会保险的所有船舶不论由于什么原因而终止保险，该船东将不再是会员。任何再保险不论何时终止，在本协会再保险的保险人以及该保险人承保的船东，如果他们之前曾是会员的话，将不再是会员。
- (五) 除非会员与管理机构就本保险条款的任何变更另达书面协议，并以此作为船舶在本协会入会保险的条款，会员向本协会提出其船舶在本协会入会保险申请且已被本协会接受的事实，应被视为是该会员接受并同意其船舶根据本保险条款的各项规定在本协会入会保险的证据，本保险条款的各项规定应包括并不仅限于承保风险、免责条款、免赔额、责任限制等规定。
- (六) 会员应根据第十六、十七、十八、二十四、二十五和二十六条规定按时交纳会费。

(七) 就在本协会的保险而言，除本保险条款另有明确规定外，在本条第（五）款、第（六）款及本保险条款其他相关条款中，在提及“会员”时，应被视为包括在本协会保险的会员，也包括在本协会保险的船东，和在本协会再保险的保险人及被该保险人承保的船东，而不论他们是否被本协会根据本条规定接受为会员。

## 十五、转让

- (一) 如无经理机构的书面同意，会员不得转让本协会提供的保险以及根据本保险条款或其与本协会订立的任何合同所获得的利益。

经理机构有权给予或拒绝给予该项书面同意且不必说明任何理由，或以其认为合适的条款或条件给予该项书面同意。除非经理机构另作决定，未得到经理机构书面同意或未遵循经理机构加诸的条款和条件所做的任何所谓的转让均为无效。

- (二) 本协会在解决受让人提出的任何索赔时，有权扣留经理机构认为足以清偿让与人欠本协会债务的款额（无论该项债务及其孳息在转让时是否存在或已经增长或随后可能增长），不论经理机构是否明确说明本协会的该项权利作为其同意转让的条件。

## 十六、互助会费和保证

### （一）互助会费

1. 在本协会入会保险的船舶的会员应对任一有关保险年度（非根据第二十三条规定而关帐的保险年度），就其在本协会入会保险的船舶（不包括固定会费入会保险的船舶），以交纳互助会费的方式向本协会提供董事会认为所需的全部基金，以便用于：
  - 1) 支付董事会认为本协会在该保险年度中开展保险业务所需要的基本费用；
  - 2) 支付本协会对该保险年度的赔款、费用和保险业务开支（不论是否是已发生的、增长的或预计的），（在不影响前述原则的情况下，还应包括在固定会费入会保险下，当本协会对索赔或其他费用的支付超出固定会费收入时，董事会决定记入该保险年度账户的任何超支；以及由于本协会与任何其他保险人所订立的任何再保险合同或风险分摊协议，而使或可能使本协会承担该其他保险人所产生的任何索赔、费用和开支的任何部分）；
  - 3) 向本协会应急储备金、巨灾储备金或其他储备金（按第十九条规定）转账，及为该等储备金的设立目的或董事会认为适宜的其他目的所作的调用；
  - 4) 为弥补某个或数个已关帐保险年度发生的或可能发生的资金短缺而作出董事会认为恰当的转账。
2. 会员应按本款下述第 3 项和本条下述第（二）、（三）和（四）款规定，以预计总会费、追加会费或免责会费和巨灾会费形式交纳互助会费。

3. 无论由于什么原因，如果某会员任一或所有船舶在本协会的保险终止、停止或被撤销，经理机构有权在有关保险终止、停止或被撤销后的任何时候，根据第二十四、二十五或二十六条规定向该会员收取免责会费。会员应按经理机构要求支付该项免责会费。

## （二） 预计总会费

1. 预计总会费由经理机构与申请人或会员在洽谈船舶入会保险申请时或在每一保险年度开始前，根据船舶状况、营运特点、保险险别以及历年保险赔付情况等因素商定。
2. 会员应在船舶在本协会的入会保险开始时，向本协会全额支付根据上述第1项规定所商定的预计总会费，或按经理机构同意的安排分期支付该项预计总会费。但不应影响第五条第(十)款第1.4)项有关船舶险的规定。

## （三） 追加会费

1. 在每一保险年度中的任何时候或保险年度结束后（但不得在保险年度关账以后）的任何时候，董事会可以决定对该保险年度向入会船会员（以固定会费入会保险的除外）征收一次或数次追加会费。董事会可以决定一个预计总会费追加百分比方式征收追加会费。
2. 会员（以固定会费入会保险的除外）有义务对其在任一保险年度在本协会入会保险的船舶对该保险年度支付追加会费，该追加会费应是以董事会决定的追加百分比，乘以该会员对该保险年度已支付或应支付的预计总会费所得出的金额。
3. 董事会、经理机构或其工作人员或代理人员可在任何时候向会员表述本协会对将收取的任何追加会费百分比的估计方式，以使会员明了其对相关保险年度的财

务义务。但，即使向会员表述了估计的追加会费百分比，并不影响董事会根据本保险条款规定对相关保险年度以比估计高的或低的百分比向会员征收追加会费和巨灾会费的权利。本协会、董事会、经理机构或其工作人员或代理人员在任何情况下对所表述的任何估计或对估计中的任何错误、疏漏或不正确不承担任何责任。

#### （四）巨灾索赔，巨灾会费以及保证

##### 1. 引言

- 1) 因本协会与国际保赔集团某些成员协会订立的共保或分保协议，并鉴于本保险条款的定义条款“巨灾索赔”和“国际保赔集团再保限额”规定，本协会或国际保赔集团任何成员协会在任一船舶的入会保险下因任一事件所产生的所有索赔（不包括油污索赔），包括对任何残骸移除或不移除责任的任何索赔，应作为一件索赔案处理。
- 2) 当本协会或国际保赔集团任何成员协会在某船的入会保险下产生的索赔金额超过或可能超过国际保赔集团再保限额时，该超过部分的索赔（若有的话）被称为“巨灾索赔”。
- 3) 在提及本协会或国际保赔集团任何成员协会产生的任何这种索赔时，应包括与之有关的开支和费用。

##### 2. 巨灾索赔的可偿还性

- 1) 在不影响任何其他可适用的责任限制的情况下，对本协会产生的任何巨灾索赔，从本协会取得的赔偿不得超出下列款项的总额：

- (1) 根据国际保赔集团分摊协议,有资格参加分摊的索赔中应由本协会承担的部分;和
  - (2) 本协会从国际保赔集团分摊协议其他成员协会所能获得的他们对该巨灾索赔承担的最大分摊款。
- 2) 上述第 2.1) 项规定所提及的总额应按本协会对下述情况的证明程度作相应扣减:
- (1) 本协会在收取或试图收取下列费用时,已恰当地产生了费用:
    - i. 为提供资金以支付本第(四)款第 2.1) (1) 项规定所提及的巨灾索赔中由本协会承担的部分而征收的巨灾会费,或
    - ii. 本第(四)款第 2.1) (2) 项规定所提及的款项;或
  - (2) 本协会欲向其会员征收巨灾会费以支付本第(四)款第 2.1) (1) 项规定所提及的巨灾索赔中由本协会承担的部分,然而由于如此征收的任何或部分巨灾会费不能经济地取得,而未能收到与本协会承担部分等值的款项。但是如果情况发生变化,此项款项随后又能够经济地取得,则上述第 2.1) 项所提及的总额应恢复为原数额。
- 3) 在证明上述第 2.2) (2) 项所述事项时,本协会还应证明:
- (1) 本协会已就本第(四)款第 2.1) 项所提及的巨灾索赔向在巨灾索赔发生日在本协会入会保险的所有会员,根据本第(四)款下述第 5 项

规定并以该规定允许的最大数额征收了巨灾会费；及

- (2) 本协会已及时地征收了巨灾会费，未免除或放弃会员支付巨灾会费的义务，并已采取所有合理措施来取得该项巨灾会费。

### 3. 巨灾索赔的支付

1) 支付本协会产生的任何巨灾索赔所需的基金应从以下几个途径得到：

- (1) 本协会从其为巨灾索赔支付风险而实施的特别保险中所能取得的赔款；及
- (2) 本协会从国际保赔集团分摊协议其他成员协会所能取得的他们对巨灾索赔的分摊款；及
- (3) 从巨灾储备金中，根据董事会决定提出的款项；及
- (4) 根据本第（四）款下述第 5 项规定，向会员征收一次或数次巨灾会费，不论本协会是否从上述第 3.1）（1）项规定所提及的特别保险中已寻求赔偿或已经取得所有或任何赔偿。但是本协会应首先根据上述第 3.1）（3）项规定作出决定；及
- (5) 本协会从上述任何基金中所获得的任何利息。

2) 本协会根据国际保赔集团分摊协议条款对分摊协议其他成员协会产生的任何巨灾索赔而承担的摊款所需资金应以上述第 3.1）（1）、（3）、（4）和（5）项规定说明的方式提供。

3) 本协会如果欲以第 3.1) (4) 项规定说明的方式为支付本协会所产生的任何巨灾索赔提供资金，只有在本协会收到此项资金时，才可被要求支付此项巨灾索赔，但本协会应证明其在寻求收取此项资金时已采取了本第 (四) 款第 2.3) 项所提及的措施。

#### 4. 巨灾索赔争议的处理

1) 尽管有第二十九条规定，有关巨灾索赔，在适用本第 (四) 款第 2.2) 或 3) 项规定或本第 (四) 款第 3.3) 项规定时产生的下列任何争议，应提交给按照国际保赔集团分摊协议规定所组成的专家组，该专家组作为专家机构而不是作为仲裁庭对有关争议做出决定：

(1) 为支付巨灾索赔而收取或寻求收取资金时，是否合理地产生了费用；或

(2) 任何巨灾会费或部分巨灾会费是否可经济地取得；或

(3) 在寻求征收第 (四) 款第 3.3) 项规定的巨灾会费时，本协会是否采取了该项规定所提及的措施。

2) 如果在会员意欲提交争议时专家组还未组成，本协会应根据会员的要求，发出根据国际保赔集团分摊协议的要求组成专家组的指示。

3) 本协会可以（在会员提出时，应该）按国际保赔集团分摊协议有关正式指示的要求，向专家组发出调查争议并合理尽快地做出决定的指示。

4) 专家组应根据其自己的判断决定为对争议作出决

定所需要的信息、文件、证据和意见，及决定如何得到这些材料。本协会和会员均应全力配合专家组。

- 5) 专家组在决定根据本第 4 项规定提交给他的任何争议时，应努力遵循与其在决定根据国际理赔集团分摊协议提交给他的有关巨灾索赔所产生的争议时所遵循的程序相同的程序。
- 6) 在决定争议时，专家组成员
  - (1) 应依靠其自己的知识和专长；并
  - (2) 可依据其认为适当的由本协会或会员提供的任何信息、文件、证据或意见。
- 7) 如果专家组的三人不能就某项事情达成一致意见，应采纳多数人的意见。
- 8) 不应要求专家组对其任何决定做出解释。
- 9) (以符合下述第 4.10) 款规定为条件) 专家组的决定是终局决定，对本协会与会员均有约束力，本协会与会员对该决定均无权上诉。
- 10) 如专家组对本第 4.1) (2) 款或第 4.1) (3) 款所述争议做出决定后，本协会或会员认为情况发生了重大变化，尽管有上述第 4.9) 款规定，仍可將争议提回专家组重审。
- 11) 专家组的费用由本协会支付。
- 12) 不论是根据本第 (四) 款第 4 项规定还是根据国际理赔集团分摊协议向专家组提交了争议，本协会向专家组支付的与任何巨灾索赔有关的费用、补偿及其他款项，应被视为是本协会根据本第 (四) 款第 2.2). (1) 项规定所恰当地产生的与该巨灾索

赔有关的费用。

## 5. 巨灾会费的征收

### 1) 如果

(1) 董事会在任何时候确定需要或在将来需要资金以支付某件巨灾索赔中由本协会支付的部分（不论该巨灾索赔是本协会产生的，还是国际保赔集团分摊协议的任何其他成员协会产生的），且

(2) 董事会根据第二十三条第（三）款第 1 项或第（三）款第 3 项规定宣布，为了对该巨灾索赔征收一次或数次巨灾会费，某保险年度将保持开账，

则，董事会可在作出如此宣布以后的任何时候，按照下述第 5.2) 项规定为该巨灾索赔征收一次或数次巨灾会费。

### 2) 董事会应按下述办法征收巨灾会费：

(1) 向在巨灾索赔发生日在本协会保险的所有船舶征收，即使巨灾索赔发生日处于董事会根据第二十三条第（三）款第 3 项规定作出宣布的那个保险年度内，任何这样的船舶在相关事件发生时可能未在本协会入会保险，及

(2) 按每船的公约责任限额，根据董事会决定的百分比计收。

(3) 在巨灾索赔发生日在本协会入会保险的船舶，如有一个等于或小于国际保赔集团再保限额的保险总限额限制，则不应对其征收巨灾会费。

(4) 董事会向任何会员的任一船舶就任一巨灾索赔所征收的一次或数次巨灾会费总额不应超过该船的公约责任限额的 2.5%。

#### 6. 终止保险或停止保险时对巨灾会费的保证

##### 1) 当:

(1) 董事会根据第二十三条第(三)款第1项或第(三)款第3项规定宣布: 为了征收一次或数次巨灾会费, 某保险年度将保持开账, 及

(2) 对董事会根据本款上述第5项规定可能征收的任何一次或数次巨灾会费负有支付义务的会员, 因任何原因而停止或已停止在本协会的保险时, 或本协会决定停止该会员在本协会的保险时, 经理机构可要求该会员就其对该巨灾会费的预估责任向本协会提供担保或其他保证, 该担保或其他保证应按经理机构认为适合具体情况的格式、条款和金额(“担保金额”), 在经理机构确定的日期(到期日)前提供。

2) 除非并直至会员按经理机构的要求提供了这种担保或其他保证, 会员对其或代表其在任何保险年度在本协会入会保险的任一和所有船舶无论何时产生的任何索赔, 均无权从本协会取得赔偿。

3) 如果会员在到期日前未向本协会提供这种担保或其他保证, 则对应由会员支付本协会的一笔与该担保金额相等的到期款项, 本协会将按经理机构认为适于情况的条款保留该款项作为保证金。

- 4) 会员根据本协会要求而提供的担保或其他保证（包括根据上述第 6.3）项规定所做的支付），不得以任何方式限定或限制其向本协会交付董事会根据本第（四）款第 5 项规定决定征收的巨灾会费的责任。
7. 本第十六条第（四）款规定及本保险条款其他条款中涉及巨灾索赔和巨灾会费的任何规定不适用于第四条和第五条项下的保险。

## 十七、固定会费

- (一) 申请以支付固定会费作为船舶入会保险条款（“固定会费入会保险”）（即如第二条第7款所规定的条款）的船东，在其申请被接受以前，应与管理机构就固定会费的数额和支付时间达成协议。
- (二) 提出船舶以固定会费入会保险申请的每一船东，或由他人代表其提出该申请的每一船东，其申请一经被接受，即有义务在管理机构说明的时间，向本协会支付其与管理机构一致同意的款项。

## 十八、会费支付

- (一) 除非经理机构另给书面同意，会员应按经理机构指定的日期、分期付款方式和数额，交纳预计总会费、追加会费或免责会费或巨灾会费。
- (二) 预计总会费、追加会费或免责会费或巨灾会费或费率一经确定，经理机构应尽快地通知每个有关会员以下情况：
  1. 费率；
  2. 应交纳会费的日期，如以分期交纳会费的，则每期应交金额和每期应交日期；
  3. 会员就每条入会船或所有入会船应交纳的会费金额；
  4. 如会员非以美元交纳会费的，则说明这种情况。
- (三) 经理机构可要求任一会员根据其指定的货币交纳全部或部分会费。
- (四) 会员不得以其向本协会提出的任何索赔冲抵其应交纳之互助会费、固定会费或其欠本协会的任何其他款项，也无权以此不付或迟付任何该等会费或款项。
- (五) 在不影响本协会根据本保险条款，特别是第二十四、二十五和二十六条规定，所享有的权利和补偿的情况下，如果会员在经理机构指定的付费日或之前，未交纳到期应付的任何全部或部分会费或分期支付的款项或任何其他款项（在不影响上述原则规定的情况下，应包括任何固定会费和根据第二十四、二十五和二十六条规定到期应付的任何款项或其部分款项），则该会员应对未付款项向本协会支付自指定付费日（含该日）起至实际支付日止的利息，利息以董事会决定的利率计算。但是董事会也可决定免除全部或部分此项利息。

- （六）即使会员在本协会的保险或其任何船舶在本协会的入会、保险可能已经停止、终止或被撤销，对会员欠付本协会的任何款项，本协会对该会员在本协会入会保险的任何船舶仍享有留置权或采取其他行动的权利。
- （七）如果任一会员未向本协会交纳会费或其他应付款项，且董事会确定此项款项已无法取得，为弥补本协会基金因此而产生的短缺或亏空所需的款项应被视为是本协会产生的费用，对此，本协会可按董事会决定根据第十六条规定征收会费，或者根据第十九和二十三条规定动用储备金。
- （八）会员应按照要求或指示向本协会支付任何会费税或其他因本协会向会员提供保险或者再保险而被征收的税费，该税费是会员应予支付的或是本协会决定的，会员应补偿本协会或使本协会不因该会费税或其他类似税费而承担任何损失、损害、责任或费用。
- （九）如果本协会因会员拖欠任何款项而采取法律行动去追讨这些款项，会员应向本协会支付协会因此而产生的任何费用。

## 十九、储备金

- (一) 为了应付紧急情况或董事会认为合适的其它目的，董事会可以建立和保持储备金或其他账户。
- (二) 在不影响本条上述第(一)款规定的情况下，董事会可为下列一项或数项特定目的而建立和保持储备金或其他账户：
1. 巨灾储备金：为支付任何一件或数件巨灾索赔提供资金而建立的储备金，不论这些索赔是发生在同一保险年度还是发生在任何不同保险年度。
  2. 应急储备金：为本协会任何整体目的，包括下述目的，提供资金而建立的储备金：
    - 1) 稳定追加会费的水平，以及消除或降低对任何以前的、现在的或将来的任一保险年度征收全部或部分追加会费的需求；
    - 2) 消除或减少在任一已关账保险年度已经发生或认为可能发生的亏空；
    - 3) 弥补本协会在货币兑换中或在已实现的或未实现的投资业务中的任何实际的或可能的损失。
- (三) 董事会可为了储备金的设立目的而从该储备金调用其准备金，即使被调用的款项将用于任何一个或数个非调出款项的保险年度。
- 无论何时董事会认为调用任何储备金的款项用于任何其他目的或任何不同目的符合本协会或会员的利益，也可如此调用。董事会还可在任何时候将某个储备金的款项转入另一个储备金。
- (四) 为建立上述储备金或其他账户所需基金可由以下两项或其中一项途径取得：

1. 董事会在确定任何保险年度的追加会费的费率时，可决定从该追加会费中提取一定数额或一定比例的款项，转入任何储备金或账户，并用于该储备金或账户的设立目的；
  2. 董事会在任何保险年度关账时或其后任何时候，可决定将记入该保险年度准备金的一定数额或一定比例的款项，转入任何储备金或账户，并用于该储备金或账户的设立目的。
- (五) 如董事会决定根据上述第(四)款第1项规定提取款项时，经理机构应在要求交纳相关追加会费之时或之前，将此决定通知在该保险年度入会保险的会员。

## 二十、保险期间

- (一) 除本保险条款另有规定外，本协会向在本协会入会保险的任一船舶提供的保险（不包括投保一个固定期限的保险），除非根据本保险条款终止保险，有关第三条或第四条规定的承保风险，应自入会证书载明的日期和时间始至翌年2月20日格林威治标准时间12时止，及其后一个保险年度接一个保险年度地继续；有关第五条规定的承保风险，应自入会证书载明的日期和时间始至当年12月31日北京时间24时止，及其后一个保险年度接一个保险年度地继续。
- (二) 本协会向在本协会投保固定期限的船舶提供的保险，以符合本保险条款其他规定为条件，应在该固定期限期满时止。

## 二十一、保险合同的变更

(一) 在任何保险年度期间，经理机构可根据本协会的财务状况决定在下一保险年度对所有在本协会入会保险的船舶的互助会费普增一个百分比。

有关第三条或第四条规定的保险，在任一年的12月20日前，或有关第五条规定的保险，在任一年的11月1日前，如果经理机构已将普增决定通知了会员，则应按经理机构决定的普增百分比变更入会船会费费率继续下一保险年度的保险，入会船的入会保险条款从各方面均应被视为据此而作出了变更，除非：

1. 根据本条下述第(三)款又发出一项变更通知；或
2. 根据第二十二条规定发出终止保险通知；或
3. 保险期间因其他原因在此前已经终止。

有关经理机构决定的通知应构成第十二条规定的保险背书。

(二) 如果在任何时候，本保险条款在任何方面做出了修改，且该修改将影响会员与本协会订立的保险合同的条款和条件，该修改应从本协会修改决议所说明的生效时间和日期全面生效，对会员应有约束力。

(三) 有关第三条或第四条规定的保险，在任一保险年度的1月20日格林威治标准时间12时前，或有关第五条规定的保险，在任一保险年度的12月20日北京时间零时前，如果经理机构发出通知要求变更某入会船在下一保险年度的会费费率（非本条第(一)款所规定的情况），或要求对该入会船的入会保险的条款或条件做出修改，则本协会将按会员与经理机构在发出此项通知后紧接着的2月20日格林威治标准时间12时前（有关第三条或第

四条规定的保险），或 12 月 31 日北京时间 24 时前（有关第五条规定的保险）一致同意的会费费率、入会保险条款或条件对该入会船继续下一保险年度的保险。

如至上述相关时间，会员与经理机构未能就上述变更或修改达成一致，本协会的保险就此终止。

## 二十二、保险终止通知

- (一) 有关第三条或第四条规定的保险
1. 在本协会入会保险的任一船舶的保险期间（不包括投保固定期限的保险）可以下述方式终止：
    - 1). 经理机构可在任一保险年度 1 月 20 日格林威治标准时间 12 时前向任一会员发出书面终止保险通知，而无须陈述任何原因；
    - 2). 会员可以在任一保险年度 1 月 20 日格林威治标准时间 12 时前向本协会发出书面终止保险通知，而无须陈述任何原因。
  2. 如果按照本款上述第 1 项规定发出了通知，则保险应于发出此项通知后紧接着的 2 月 20 日格林威治标准时间 12 时终止。除非经理机构同意，否则在其他任何时候不得从本协会撤出任何船舶，任何终止保险通知不被接受。
- (二) 有关第五条规定的保险，除本保险条款另有规定外，会员或经理机构发出终止通知的时间应不迟于任一保险年度 12 月 20 日北京时间零时，如按此发出了通知，则保险应终止于发出通知后紧接着的 12 月 31 日北京时间 24 时。除有关发出通知和保险终止时间的规定外，上述第（一）款其他规定应适用于第五条规定的保险。
- (三) 经理机构可以提前 30 天向会员发出书面终止保险通知，而无须陈述任何原因。如按此发出了通知，则保险应于发出此项通知后 30 日终止。

## 二十三、保险年度关账

- (一) 董事会在任一保险年度结束后可宣布从其认为合适的某天起该保险年度关账，或者宣布从该日起除将根据本条第(三)款规定征收一次或数次巨灾会费外该保险年度关账。
- (二) 除本条第(三)款和第十六条第(四)款规定情况外，任何保险年度关账后，不得再对该保险年度征收追加会费或巨灾会费。
- (三) 1. 如果在任一保险年度(“相关保险年度”)开始后的三十六个月期满前的任何时候，本协会或国际理赔集团分摊协议的任何成员协会根据分摊协议发出通知(“巨灾通知”)，告知在相关保险年度发生了一件导致或在任何时候可能导致巨灾索赔的事件，董事会即应尽快宣布相关保险年度保持开账，以便为该项巨灾索赔征收一次或数次巨灾会费。  
 为了对该巨灾索赔征收一次或数次巨灾会费，该相关保险年度应在董事会决定关账的日子才关账。
2. 如果在本第(三)款第1项规定的三十六个月期满时，无上述规定所述的巨灾通知，则仅就巨灾会费的征收而言，该相关保险年度即应自动关账，不论该保险年度是否为了其他原因而关账。
3. 在某保险年度根据本第(三)款第1和2项规定关账后的任何时候，如果董事会认为在该关帐保险年度中发生的某一事件可能随之导致或在以后的任何时候导致巨灾索赔，即应尽快宣布下一个最近的开账保险年度(非董事会根据本第(三)款第1或3项规定已作出宣布的保险年度)保持开账，以便为支付该

巨灾索赔而征收一次或数次巨灾会费。为了对该巨灾索赔征收一次或数次巨灾会费，该开账保险年度应在董事会决定关账的日子才关账。

4. 如果董事会根据本第（三）款第 1 或 3 项规定宣布某保险年度保持开账，经理机构应通知在该宣布所涉及的保险年度中在本协会入会保险的会员。
  5. 在向任一保险年度中在本协会入会保险的会员征收巨灾会费后的任何时候，如果董事会认为巨灾索赔而征收的巨灾会费，未必需要其全部来赔付该巨灾索赔时，可以决定将其认为不再需要的任何余款以下列两种方式或其中一种方式处置：
    - 1) 将余款或任何部分余款转入根据第十九条规定建立和保持的巨灾储备金；或
    - 2) 将余款或任何部分余款根据会员交纳巨灾会费的比例退还会员。
  6. 为征收巨灾会费，任一保险年度除根据本第二十三条规定关账外均不得关账。
- （四）除本条第（三）款规定情况外，董事会可宣布任一保险年度关帐，尽管其已知或预料该保险年度存在着或以后可能产生目前尚未产生的索赔、费用或支出，或有效性、程度或金额尚未确定的索赔、费用或支出。
- （五）在任一保险年度关账的时候，如果董事会认为有关该保险年度的会费收入或其他收入（包括转入的储备金及为该保险年度提取的准备金）未必需要以其全部来支付该保险年度产生的索赔、费用和支出（按第十六条第（一）款第 1.1）和 1.2）项关于索赔、费用和支出的规定）时，可决定将其认为不再需要的任何余款以下列两种方式或其中一种方

式处置：

1. 将余款或任何部分余款转入根据第十九条规定建立和保持的储备金；或
2. 将余款或任何部分余款根据本条下述第（八）款规定退还给在该保险年度在本协会入会保险的会员。

（六）在某保险年度关账后的任何时候，如果董事会认为有关该保险年度而产生的赔款、费用或支出（按第十六条第（一）款第 1.1）和 1.2）项关于赔款、费用或支出的规定），将超过或可能超过对该保险年度收取的会费收入和其他收入（包括转入的储备金及为该保险年度提取的准备金）的总和时，可以决定通过以下一种或几种方式提供资金以弥补此项短缺：

1. 从本协会的储备金调用；
2. 从任何已关账保险年度的准备金调用；
3. 对开账保险年度征收追加会费，以其部分款项弥补任何此项短缺（按第十六条第（一）款第 1.4）项规定所允许的目的）。

如董事会决定采用上述第 3 项规定所述方式，经理机构应在提出支付要求时或之前，通知在该保险年度在本协会入会保险的会员。

（七）在任何保险年度关账后的任何时候，董事会可以决定合并任何两个或多个已关账保险年度的账户，并集中该等合并关账保险年度的准备金。如果董事会作出如此决定，则该合并的两个或多个已关账保险年度应被视为是一个关账保险年度。

（八）董事会根据上述第（五）款第 2 项规定决定退还给各会员的任何款项，应按照在该保险年度在本协会入会保险的

各会员对该保险年度所交纳的互助会费（应先扣除根据其入会保险条款或本保险条款任何其他规定而给予的任何退款或扣减）的比例退还。

但是：

- (1) 对根据第二十四、二十五或二十六条已被估定免责会费支付责任的任何会员不予退还；并
  - (2) 对根据第二十六条已被撤销保险的会员，其无论何因而欠本协会的任何款项（不论是会费还是其他款项，也不论是有关已决定作出退款的保险年度还是任何其他保险年度）应先从退款中扣除，剩余款项（若有的话）退还该会员。
- (九) 在决定第四条和第五条规定之承保风险的保险年度关账事宜时，本条中有关巨灾会费的规定不予适用。

## 二十四、终止保险

(一) 由于根据第二十一或二十二条发出了通知（不论是会员发出，还是经理机构发出），会员任一船舶在本协会的入会保险终止，在不影响根据第二十六条规定撤销保险的效力的前提下：

1. 在互助会费入会保险下，除非对会员的责任根据第二十五条第（六）款规定（停止保险免责会费，未包括巨灾会费）另达协议或作出征收，该会员和其接任人应该并继续对发出通知的那个保险年度全年及以前保险年度应付的所有摊款、会费和其他款项承担支付责任；及
2. 在符合本保险条款其他条款规定和入会船入会保险条款的前提下，本协会根据本保险条款将继续对该入会船，有关第三条或第四条规定的承保风险，在该通知发出后紧接的2月20日格林威治标准时间12时前，或有关第五条规定的承保风险，在该通知发出后紧接的12月31日北京时间24时前，发生的任何事件所导致的所有索赔承担赔偿责任，但对在该日该时或其后发生的任何事情不承担任何赔偿责任。

(二) 根据第八条第（六）、（七）、（十七）款规定，或由于第二十一、二十二条、第二十五条第（一）、（二）、（三）款或第二十六条第（一）款规定以外的原因，会员任一船舶在本协会的入会保险终止时：

1. 在互助会费入会保险下，除非对会员的责任根据第二十五条第（六）款规定（停止保险免责会费，未包括巨灾会费）另达协议或作出征收，该会员和其接任人应该

并继续对根据第十六条第（四）款规定应付的任何巨灾会费承担全额支付责任，并对下述保险年度应付的所有其他摊款、会费和其他款项，按下述办法承担支付责任：

- 1) 对发生终止保险的保险年度，按比例支付，即，有关第三条或第四条规定的承保风险，支付自该保险年度开始时（如在保险年度中入会，则自入会保险开始的那天）始至保险终止日格林威治标准时间 12 时止的期间所占比例计算的数额；有关第五条规定的承保风险，支付自该保险年度开始时（如在保险年度中入会，则自入会保险开始的那天）始至保险终止日北京时间 24 时止的期间所占比例计算的数额；及
  - 2) 对以前保险年度，全额支付该等保险年度应付的此等款项。
2. 在符合本保险条款其他条款规定和入会船入会保险条款的前提下，本协会根据本保险条款将继续对该入会船，有关第三条或第四条规定的承保风险，在保险终止日格林威治标准时间 12 时前，或有关第五条规定的承保风险，在保险终止日北京时间 24 时前，发生的任何事件所导致的所有索赔承担赔偿责任，但对在该日该时或其后发生的任何事情不承担任何赔偿责任。
- 但是，本条第（二）款规定不得被用以赋予这样的通知书以有效性，即，非根据第二十一、二十二或二十六条第（一）款规定而发出的旨在终止任一船舶入会保险的任何通知书。

## 二十五、停止保险

(一) 下列任一事件一经发生，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：

1. 当会员为个人时：
  - 1) 其死亡；
  - 2) 法院对其下达接管令；
  - 3) 其破产；
  - 4) 其与债权人达成任何整体和解或安排；
  - 5) 其精神失常而不能对其财产和事务进行控制或管理。
2. 当会员为公司时：
  - 1) 其通过任何自愿结业决议（非因公司或集团重组而自愿结业）；
  - 2) 其接到强制结业令；
  - 3) 公司解散；
  - 4) 在破产案中接管其全部或部分业务或财产的接收人或管理人被指定时；
  - 5) 其根据破产法开始法律程序以寻求破产保护或重组时。
  - 6) 尽管有下述 7) 的规定，在不损害该规定的情况下，当管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、禁令或打击的风险时，管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；
  - 7) 尽管有上述 6) 的规定，在不损害该规定的情

况下，除非经理机构另有决定，如果因会员在运输、贸易或航次运营中使用的任一船舶（无论该船舶是否加入本协会），无论以何种形式，使或将使协会成为任何国家或国际组织的任何形式的制裁、禁令或打击的对象时。一旦对船舶是否被如此使用产生争议，协会经理机构的决定是终局的。

（二）除非经理机构另作书面同意，会员或代表会员加入本协会入会保险的任一船舶发生下列任一情况，本协会对该船的保险立即停止：

1. 会员不论是以买卖合同或其他正式文件或协议，还是以任何其他方式，卖出或转让其在该船的全部或任何部分利益；
2. 船舶或会员在该船的任何部分利益被抵押或被担保；
3. 因入会船不再持有经理机构认可的船级社所给予的船级，或会员违反第八条第（五）或（六）款规定的义务，经理机构作出立即停止对入会船的保险的决定时，但有关第五条规定的承保风险，不应影响第五条第（七）款规定的效力；
4. 入会船的被担保人或其代表无可置疑地占有了该船；
5. 由于指定了新管理人而更换了该船的管理人；
6. 在不影响第五条第（七）款效力的前提下，入会船被国家或政府当局征用或征购。

（三）除非经理机构另作书面同意，会员或代表会员在本协会入会保险的任一船舶发生下列任一最早事件，本协会对该船的保险立即停止：

1. 从最后知悉船舶消息的那天起算，船舶失踪十天；
2. 被劳合社公布为失踪船舶；

3. 船舶实际全损；
4. 被船舶险保险人（不论是船舶险还是战争险保险人）接受为船舶推定全损；
5. 船舶险保险人（不论是船舶险还是战争险保险人）已同意对入会船未修理的损坏赔付会员，而在无约定的情况下，该损坏超过了导致索赔的海难事故发生前即刻船舶市场价值；
6. 船舶险保险人（不论是船舶险还是战争险保险人）基于该船舶被认为或被视为实际全损或推定全损而按协议全损或和解全损赔付；
7. 经理机构决定船舶被作为或被视为实际全损或推定全损或其他商务性全损。

但是：

- 1) 尽管本协会根据本条第（三）款规定停止对某船的入会保险，在符合本保险条款规定和该入会船入会保险的条款和条件的情况下，对造成船舶实际全损或推定全损的海难事故所直接引起的责任，本协会仍然承担赔偿责任；
  - 2) 如果经理机构同意在船舶发生本条第（二）款或第（三）款列明的任何事件后继续承保该船，可对继续承保该船加诸其认为合适的条款和条件。
  - 3) 尽管本协会根据本条第（二）款或第（三）款规定停止对某船的入会保险，有关第五条规定的承保风险，仍应按该条规定办理。
- （四）在入会船发生本条第（一）款至第（三）款列明的任一事件时，除本保险条款其他条款另有明确要求者外，会员应在该事件发生日后的一个月将该事件书面通知经理机构。

(五) 当本协会根据本条第(一)款规定停止对会员的所有船舶的入会保险时, 及根据本条第(二)款或第(三)款停止对会员的任一船舶的入会保险时, 在不影响第二十六条第(一)款关于撤销保险规定的效力的情况下:

1. 在互助会费入会保险下, 除非对会员的责任根据本条第(六)款规定(停止保险免责会费, 未包括巨灾会费)另达协议或作出征收并以此为限, 该会员和其接任人应该并继续对根据第十六条第(四)款规定应付的任何巨灾会费承担全额支付责任, 并对下述保险年度应付的所有其他摊款、会费和其他款项, 按下述办法承担支付责任:

1) 对发生终止保险的保险年度, 按比例支付, 即, 有关第三条或第四条规定的承保风险, 支付自该保险年度开始时(如在保险年度中入会, 则自入会保险开始的那天)始至保险终止日格林威治标准时间 12 时止的期间所占比例计算的数额; 有关第五条规定的承保风险, 支付自该保险年度开始时(如在保险年度中入会, 则自入会保险开始的那天)始至保险终止日北京时间 24 时止的期间所占比例计算的数额。但是, 如果会员未按照本条第(四)款规定要求发出通知, 则上述期间应延展至经理机构决定的那天的格林威治标准时间 12 时(有关第三条或第四条规定的承保风险)或北京时间 24 时(有关第五条规定的承保风险), 及

2) 对以前保险年度, 全额支付该等保险年度应付的此等款项。

2. 以符合本保险条款其他条款规定和入会船入会保险的条款为条件, 本协会将继续根据本保险条款对该会员

在本协会入会保险的任一船舶在停保日前发生的任何事件所导致的所有索赔承担赔偿责任，但对停保日后发生的任何事情不负任何赔偿责任。

#### （六）停止保险免责会费

任一入会船或任一船队在本协会的入会保险由于任何原因一经停止，不论造成该保险停止的原因是第二十一条或第二十二条所列明的情况，还是本条第（一）、（二）或（三）款所列明的情况，经理机构即可：

1. 不论就下述第 2 项规定的问题是否与会员进行过协商，在其就免责会费曾作出的任何评估的基础上，以自己的判断进一步评估与会员就该船或该船队至停保日止对本协会所应承担的责任相当的免责会费，并向会员征收该等免责会费（未包括巨灾会费）。
2. 视情况决定全部或部分地免收会员对停保船舶或停保船队支付上述第 1 项规定的免责会费（未包括巨灾会费），或以其认为适于具体情况的条款和条件，全部或部分地免收会员对停保船舶或停保船队的该项免责会费（未包括巨灾会费）。
3. 如果经理机构行使本第（六）款第 1 项或第 2 项规定所赋予的权力，则：
  - 1) 会员应立即支付经理机构根据本第（六）款第 1 项规定而征收的免责会费，不得作任何扣减。  
但是，经理机构也可接受会员对其应付的免责会费，在经理机构指定的期限内，以经理机构同意的银行、金额、条款和条件向本协会提供担保。  
会员该项担保的提供并不解除其对巨灾会费的支付责任。

2) 对根据上述第 1 项规定对免责会费作出征收之日后或根据上述第 2 项规定对免责会费作出免收之日后（视具体情况而定）董事会决定征收的任何追加会费，会员不承担支付责任；对董事会此后根据第二十三条规定宣布或决定的任何退款，该会员也无权享受。

（七）关于本条第（一）款第 2 项第 7）目的规定，当制裁、禁令或打击的风险消除后，经理机构有权恢复对该会员入会的所有船舶的保险。

## 二十六、撤销保险

(一) 如某会员未支付其应付本协会的任何款项，不论是全部未支付还是部分未支付，经理机构可向其发出书面通知，要求其在通知中指定的日期前支付该款项。该指定日期从书面通知发出日起算应不少于7天。如果会员在该指定之日或之前仍未全额支付该款项，本协会将立即撤销对在该通知中提及的由该会员或代表该会员加入本协会的所有船舶的保险（不论该保险在该指定之日是现行有效的，还是根据第二十五条第（一）、（二）或（三）款规定或本保险条款任何其他条款规定已经停止），而不再另发通知或办理其他手续。

(二) 根据上述第（一）款规定，会员在本协会的保险被撤销时（在本条以下规定中称该时间为“撤销日”），则：

1. 在互助会费入会保险下，除非对会员的责任根据本条第（四）款规定（撤销保险免责会费，未包括巨灾会费）作出征收并以此为限，该会员和其接任人应该并继续对根据第十六条第（四）款规定应付的任何巨灾会费承担全额支付责任，并对下述保险年度应付的所有其他摊款、会费和其他款项，按下述办法承担支付责任：

1) 对撤销日所在的那个保险年度，按比例支付，即支付按从保险年度开始时始（如在保险年度中入会，则从入会时始）至撤销日止，或至经理机构书面同意的一个较早的那天止的期间所占比例计算的数额，及

- 2) 对以前保险年度，全额支付对该等保险年度应付的该等款项。
2. 从撤销日起，本协会对被撤销保险的会员根据本保险条款提出的有关其所有船舶的任何索赔停止承担赔偿责任，
  - 1) 不论该索赔是否是由于撤销日前（包括以前保险年度）发生的任何事件而已经产生或可能产生；
  - 2) 也不论该索赔是否是由于撤销日后发生的任何事件而产生；
  - 3) 也不论本协会对该索赔是否可能已经认可了责任，或委托了律师、检验师或任何其他人员来处理该索赔；
  - 4) 也不论本协会在撤销日或之前是否知道可能产生或将会产生这些索赔，自撤销日始，本协会对该索赔的任何责任将追溯既往地终止，本协会对该会员的任何此类索赔不论什么原因均不负赔偿责任。

但是：

经理机构可以其认为合适的条款，包括并不限于要求会员支付摊款、会费或其他款项的条款，对本协会根据本条第（一）款或第（二）款规定本不负赔偿责任的有关会员在本协会入会保险的任一船舶所产生的索赔，承担全部或部分赔偿责任，不论这些索赔是在停保日或撤销日之前还是之后产生的，视具体情况定；或全部或部分地免除会员对应付本协会的摊款、会费或其他款项的支付。

### （三）对应付本协会款项的确定

1. 在确定根据本条第（一）款或本保险条款其他条款是否存在会员应付本协会的款项时（如果存在此种款项，

则确定是何种款项）不应将本协会无论由于什么原因而应付会员或被据称应付会员的任何款项考虑在内，也不允许进行任何形式的冲抵（包括由于会员破产或结业而可能产生的冲抵）（不论在过去的任何时候是否曾允许对摊款进行冲抵）。但，经理机构在上述条款所述通知中要求会员支付的任何即期款项，如其本身（根据经理机构的判断）已被允许进行冲抵或记入会员账户的不在此例。

2. 在不影响第二十七条规定的情况下，本协会或代表本协会的任何作为、不作为、处置举措、不行使权利、耽搁或任何形式的放任，或本协会对期限的准许，或对不论是在上述规定中提及的停保日或撤保日之前还是之后发生的任何索赔的责任的接受（不论明示还是默示）或认可，均不得损害第二十四、二十五和二十六条规定的效力，也不得作为本协会对其根据这些条款所享有的任何权利的任何放弃。

#### （四）撤销保险免责会费

1. 根据本条第（一）款规定，会员在本协会的保险一经被撤销，即使在此撤销之前其保险已经停止，且经理机构在该停保之时可能未行使或可能已同意不行使第二十五条第（六）款第1项和第2项规定的权力，经理机构仍可在其就免责会费曾作出的任何评估的基础上，以自己的判断进一步评估会员至撤销日止对本协会所应承担的责任，向会员征收与该责任相当的免责会费（未包括巨灾会费）。
2. 如果经理机构行使本款上述第1项规定的权力，则：
  - 1) 会员应立即支付经理机构根据第1项规定所征收

的免责会费，不得作任何扣减。

但是，经理机构也可接收会员对其应付的免责会费，在经理机构指定的期限内，以经理机构同意的银行、金额、条款和条件向本协会提供担保。会员该项担保的提供并不解除其对巨灾会费的支付责任。

- 2) 对在根据本款上述第 1 项规定对免责会费作出征收之日后董事会决定征收的任何追加会费，会员不承担支付责任，但对董事会随后根据第二十三条规定宣布或决定的任何退款，该会员也无权享受。

## 二十七、权利行使及求偿

- (一) 本协会在执行本保险条款的任何规定或其与会员订立的任何合同条款或条件时的任何作为、不作为、处置举措、不行使权利、耽搁或放任,或本协会对期限的准许均不得损害或影响本协会根据本保险条款或这些合同所享有的权利和补救,也不得以此作为本协会放弃其根据本保险条款或这些合同享有权利的的证据。本协会对会员违反本保险条款或该等合同追究责任的权利的任何放弃,不能作为其对会员随后的任何违反追究责任的权利的放弃。本协会有权在任何时候坚持严格适用本保险条款,以及坚持严格执行其与会员订立的合同,且不必另行通知。
- (二) 不可抗力
- 本协会对任何因天灾、政府限制或禁令、战争、暴乱或协会不可控制的其他此类事件导致协会迟延履行或不履行本条款项下的义务不负责任。
- (三) 对本协会代表会员或作为会员的担保人而支付给任何第三者的任何款项,凡经理机构认为不属本协会承保的,会员应在被要求时偿付本协会。

## 二十八、投资

- (一) 本协会基金在董事会的监督指导下可由经理机构在董事会授权的范围和金额内进行投资。
- (二) 除非董事会另做决定，记入任何保险年度或储备金的所有基金应集中统筹管理，合理用于投资。
- (三) 如果根据上述第(二)款规定集中使用了基金，则对该集中基金获得的投资收入(应考虑资本收益和损失)，董事会可决定向相关保险年度、储备金或账户进行分配。
- (四) 在不影响上述第(三)款规定的情况下，董事会可决定在任一保险关账后，根据上述规定而作出的任何分配不再记入该保险年度，而记入由本协会保持的任何储备金或账户。

## 二十九、争议处理

- (一) 对本协会为获取其认为会员欠付的任何款项而采取的任何诉讼，会员特此确认中国海事法院的管辖权。在不影响前述规定的情况下，本协会有权在任何法律管辖区域提起并继续任何诉讼以获取其认为该会员欠付的任何款项。
- (二) 除第十六条（四）款第 4 项规定的争议外，会员与本协会之间产生的与本保险条款或保险合同有关的任何其他分歧或争议，应先提交董事会裁定。如果董事会决定放弃该裁定权，则相关会员有权根据本条第（三）款规定将分歧或争议提交仲裁。该项提交和裁定应以书面做出。
- (三) 如果会员不接受董事会裁定，应提交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。

## Foreword

The Rules shall always be subject to the Bye-Laws of the Association.

The Rules were agreed and adopted in the Special General Meeting of Members held on the 20th January 2026 in Shanghai, China.

These Rules in respect of the cover under Rule 3 and Rule 4 shall take effect on and from noon Greenwich Mean Time (G.M.T.) on the 20th February 2026, these Rules in respect of the cover under Rule 5 shall take effect on and from zero hour Beijing Time on the 1st January 2026.

## Rule 1 Definitions

1. Association China Shipowners Mutual Assurance Association.
2. Bye-Laws The Bye-Laws for the time being of the Association.
3. Rules The Rules of the Association as originally framed or as from time to time altered, abrogated or added to, and for the time being in force.
4. Directors The Board of Directors elected in General Meetings of the Members of the Association.
5. Managers The Managers conducting day-to-day affairs of the Association.
6. Entered Ship A ship which has been entered in the Association for insurance.
7. Ship Means any ship, boat, hydrofoil, hovercraft or other description of vessel (including a lighter, barge or similar vessel howsoever propelled but excluding (a) a unit or vessel constructed or adapted for the purpose of carrying out drilling operations in connection with oil or gas exploration or production and (b) a fixed platform or fixed rig and (c) a wing-in-ground craft) used or intended to be used for any purpose whatsoever in navigation or otherwise on, under, over or in water or any part of such ship, boat, hydrofoil, hovercraft or other description of vessel or an proportion of the tonnage thereof or any share therein.
8. Tonnage The gross registered tonnage of a ship as certified in the Certificate of Registry of such ship or in any other official document relating to the registration of such ship.
9. Entered tonnage The tonnage figure recorded as entered tonnage in the of Entry of an entered ship and used for the purposes of the calculation of Calls and, where applicable, for the limitation of claims.
10. Owner In relation to an entered ship means owner, owners in partnership, owners holding separate shares in severalty, part owner, mortgagee, trustee, charterer, operator, manager or builder of such ship and any other person (not being an insurer reinsured under Rule 13) named in the Certificate of Entry or Endorsement Slip, by or on whose behalf the same has been entered in the Association whether he be a Member of the Association or not.
11. Member A Member for the time being of the Association.
12. Insurance Any insurance or reinsurance.
13. Policy year A year from noon Greenwich Mean Time (G.M.T.) on any

20th February to noon G.M.T. on the next following 20th February in respect of the cover under Rules 3 and 4; and a year from zero hour Beijing Time on any 1st January to 24 hours Beijing Time on the 31st December of the same year in respect of the cover under Rule 5.

Unless otherwise stipulated in the Rules, all times referred to in the Rules in respect of the cover under Rule 3 and Rule 4 are Greenwich Mean Time (G.M.T.), while, in respect of the cover under Rule 5 are Beijing Time.

- |                                       |   |
|---------------------------------------|---|
| 14. Closed policy year                | A policy year of the Association which has been closed in accordance with the provisions of Rule 23.  |
| 15. Group Excess Reinsurance Policies | The excess of loss reinsurance policies effected by the parties to the Pooling Agreement.   |
| 16. Group Reinsurance Limit           | The amount of the smallest claim (other than any claim arising in respect of oil pollution) incurred by the Association or by any other party to the Pooling Agreement which would exhaust the largest limit for any type of claim (other than a claim arising in respect of oil pollution) from time to time imposed in the Group Excess Reinsurance Policies.   |
| 17. Convention Limit                  | In respect of a ship, the limit of liability of the owner of that ship for claims (other than claims for loss of life or personal injury) at the Overspill Claim Date, calculated in accordance with Article 6 paragraph 1(b) (but applying 334 Units of Account to each ton up to 500 tons) of the International Convention on Limitation of Liability for Maritime Claims 1976 (the "Convention") and converted from Special Drawing Rights into United States Dollars at the rate of exchange conclusively certified by the Association as being the rate prevailing on the Overspill Claim Date, provided that, (1) where a ship is entered for a proportion ( the "relevant proportion") of its tonnage only, the Convention Limit shall be the relevant proportion of the limit of liability calculated and converted as aforesaid and (2) each ship shall be deemed to be a sea-going ship to which the Convention applies, notwithstanding any provision in the Convention to the contrary. |
| 18. Hull Policy or Hull Certificate   | A policy effected on the hull and machinery of a ship   |

- or a certificate issued by the Association on the hull and machinery of an entered ship under Rule 5.
19. Calls Sum or sums payable to the Association in respect of an entered ship pursuant to Rules 16, 18, 24, 25 and 26, including Estimated Total Call, Supplementary Calls, Overspill Calls and Release Calls.
20. Call Entry An insurance on terms that the Member is bound to pay Calls to the Association.
21. Fixed Premium A fixed premium payable to the Association in respect of an entered ship pursuant to Rule 17.
22. Fixed Premium Entry An insurance on terms that the Owner is bound to pay a fixed premium to the Association.
23. Overspill Calls Calls levied by the Association pursuant to Section 4 of Rule 16 for the purpose of providing funds to pay all or part of an Overspill Claim.
24. Overspill Claim That part (if any) of a claim (other than a claim in respect of oil pollution) incurred by the Association or by any other party to the Pooling Agreement under the terms of entry of a ship which exceeds or may exceed the Group Reinsurance Limit.
25. Overspill Claim Date In relation to any Overspill Calls, the time and date on which there occurred the event giving rise to the Overspill Claim in respect of which the Overspill Calls are made or, if the policy year in which such event occurred has been closed in accordance with the provisions of Rules 23 [C] [i] and 23 [C] [ii], noon G.M.T. on 20th August of the policy year in respect of which the Association makes a declaration under Rule 23 [C] [iii].
26. Release Calls Calls levied by the Association pursuant to Rules 24, 25 and 26 where the insurance in the Association is terminated, ceased or cancelled.
27. Event Any one event ( save that a series of events having the same origin shall be treated as one event taking place at the time of the first of them).
28. Seaman Any person (including the Master and apprentices) employed as part of a ship's complement under the terms of a crew agreement or other contract of service or employment to serve on board an entered ship, whether or not on board that ship, including a seafarer as defined in the Maritime Labour Convention 2006 as amended.

29. Passenger means any person carried on board the entered ship pursuant to a contract for carriage.
30. Cargo Goods, including anything used or intended to be used to pack or secure goods, in respect of which a Member enters into a contract of carriage, but excluding containers or other equipment owned or leased by the Member.
31. Pooling Agreement The agreement dated 17th November 1992 between certain members of the International Group of Protection and Indemnity Associations and any addendum, variation, or replacement of the said agreement, or any other agreement of a similar nature or purpose.

## Rule 2 Introductory

1. The standard cover afforded by the Association to a Member who has entered his ship in the Association is set out in Rules 3, 4 and 5.
2. The risks specified in Rules 3, 4 and 5 are always subject to the provisos, conditions, exceptions, limitations and other terms set out in these Rules.
3. The cover set out in Rules 3, 4 and 5 may be excluded, limited, modified or otherwise altered by any special terms which have been agreed in writing between a Member and the Managers.
4. By virtue of Rules 6 and 7 a Member may be insured against risks other than those set out in Rules 3, 4 and 5 where such special terms have been agreed in writing between the Member and the Managers. Unless otherwise expressly agreed, such special insurance shall be subject to the provisos, conditions, exceptions, limitations and other terms set out in these Rules.
5. A Member is only insured against loss, damage, liability or expense incurred by him which arises:
  - i. out of events occurring during the period of entry of a ship in the Association;
  - ii. in respect of the Member's interest in the entered ship; and
  - iii. in connection with the operation of the ship by or on behalf of the Member.
6. A Member who has entered his ship in the Association for insurance against any of the aforesaid risks is bound (subject to paragraph 7 below) to pay Calls to the Association in accordance with Rules 16, 18, 24, 25 and 26 ("Call Entries").
7. By virtue of Rule 17 an Owner may be insured on the special terms that he is liable to pay a fixed premium to the Association ("Fixed Premium Entries"), provided that this has been expressly agreed in writing between the Owner and the Managers.
8. The cover provided by the Association as set out in these Rules is solely for the benefit of the Member, and any joint Member, Group Affiliate, other association or insurer, or permitted assign, to the extent allowed by Rules 10, 11, 13 and 15.

9. Notwithstanding the provisions of Rule 8. A, where a Member has failed to discharge a legal liability to pay damages or compensation for illness, personal injury or death of a seaman, the Association shall discharge or pay such claim on the Member's behalf directly to such seaman or dependent thereof.

PROVIDED ALWAYS that

- i. the seaman or dependent has no enforceable right of recovery against any other party and would otherwise be uncompensated,
- ii. subject to iii. below, the amount payable by the Association shall under no circumstances exceed the amount which the Member would otherwise have been able to recover from the Association under the Rules and the Member's terms of entry,
- iii. where the Association is under no liability to the Member in respect of such claim in accordance with Rule 26 B (i) and (iv) by reason of cancellation for non-payment of amounts due to the Association, the Association shall nevertheless discharge or pay that claim to the extent only that it arises from an event occurring prior to the date of cancellation, but as agent only of the Owner, and the Owner shall be liable to reimburse the Association for the full amount of such payment.

## Rule 3 Protection & Indemnity Risks Covered

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:

- A. Unless and to the extent that the Directors otherwise decide, a Member is only insured in respect of such sums as he has paid to discharge the liabilities or to pay the losses, costs or expenses referred to in those sections;
- B. The maximum amount recoverable by a Member in respect of any one event may be limited by virtue of the limits set out in Appendix A to Rule 3 and in Rule 8 [C], or by virtue of the limits specified in the Certificate of Entry or the Endorsement Slip of the entered ship, or by virtue of a resolution of the Directors made before the commencement of the relevant policy year;
- 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 the Certificate of Entry.
- 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.

### Section 1

#### Injury, illness or death of seamen

Liability to pay damages or compensation for personal injury, illness or death of any seaman of an entered ship, and hospital, medical, funeral (including the repatriation of dead body) and other expenses necessarily incurred in relation to such injury, illness or death, including expenses of repatriating the seaman and sending a substitute to replace him.

PROVIDED ALWAYS that

Where the liability arises or the costs or expenses are incurred under the terms of a crew agreement or other contract of service or employment and would not have arisen but for those terms, that liability is not covered by the Association unless and to the extent that those terms shall have been previously approved by the Managers in writing.

## Section 2

### Injury, illness or death of persons other than seamen and liability to passengers

- A. Liability to pay damages or compensation for personal injury, illness or death of any person (other than the persons specified in Section 1 and in paragraphs [B] and [C] of this Section) and hospital, medical or funeral expenses (including the repatriation of dead body) incurred in relation to such injury, illness or death.
- B. Liability to pay damages or compensation for personal injury, illness or death of any person engaged to handle the cargo of an entered ship.

#### PROVIDED ALWAYS that

- a. Cover under paragraphs [A] and [B] of this Section is limited to liabilities arising out of a negligent act or omission on board or in relation to an entered ship or in relation to the handling of her cargo from the time of receipt of that cargo from the shipper or pre-carrier at the port of shipment until delivery of that cargo to consignee or onward carrier at the port of discharge.
  - b. Where the liability arises under the terms of any contract or indemnity and would not have arisen but for those terms, that liability is not covered under this Section but may be covered under and in accordance with Section 6 of Rule 3.
  - c. Where the liability is in respect of a person on another ship, and arises out of a collision between that ship and the entered ship, that liability is not covered under this Section but may be recoverable under and in accordance with Section 7 [B] of Rule 3.
- C. Liability to pay damages or compensation:
- i. for personal injury, illness or death of any passenger and hospital, medical or funeral expenses (including the repatriation of dead body) incurred in relation to such injury, illness or death;
  - ii. to passengers on board an entered ship arising as a consequence of a casualty to that ship, including the cost of forwarding passengers to destination or return to port of embarkation and of maintenance of passengers ashore;
  - iii. for loss of or damage to the effects of any passenger.

#### PROVIDED ALWAYS that

- a. Cover under this paragraph [C] is limited to liabilities, costs and expenses arising out of any act, neglect or default on board or in relation to the entered ship.

- b. The terms of the passage ticket or other contract between the passenger and the Member have been approved by the Managers in writing and cover for the liabilities set out in this paragraph [C] has been agreed between the Member and the Managers on such terms as the Managers may require.
- c. There shall be no recovery from the Association under this paragraph [C] in respect of liabilities for personal injury or death, or loss of or damage to property, delay or any other consequential loss sustained by any passenger by reason of carriage by air, except where such liability occurs either:
  - i. during repatriation by air of injured or sick passengers or of passengers following a casualty to the entered ship; or
  - ii. during an excursion from the entered ship, subject always to proviso [d] of this paragraph.
- d. There shall be no recovery from the Association under this paragraph [C] in respect of liability of a Member, incurred under a contract, for death or injury to a passenger whilst on an excursion from the entered ship in circumstances where either:
  - i. that contract has been separately entered into by the passenger for the excursion, whether or not with the Member, or
  - ii. the Member has waived any or all of his rights of recourse against any sub-contract or other third party in respect of the excursion.
- e. Unless and to the extent that the Member has obtained appropriate special cover by agreement with the Managers, there shall be no recovery from the Association in respect of claims relating to cash, negotiable instruments, precious or rare metals or stones, valuables or objects of a rare or precious nature.
- f. For the purpose of this paragraph [C] 'casualty' means an incident involving either:
  - i. collision, stranding, explosion, fire, or any other cause affecting the physical condition of the entered ship so as to render it incapable of safe navigation to its intended destination; or
  - ii. a threat to the life, health or safety of passengers.
- g. Where liabilities to passengers include liabilities arising under a non-war certificate issued by the Association in compliance with either Article IV bis of the Athens Convention relating to Carriage of Passengers and their Luggage by Sea, 2002 and Guidelines for its implementation or Regulation (EC) No. 392/2009 of the European Parliament and of the Council which gives effect thereto ("Certified Liabilities") and such liabilities exceed or may exceed in the aggregate the limit of cover of US\$2,000 million as specified in Rule 8 C iv.
  - i. the Managers may in their absolute discretion defer payment of a claim

- in respect of those liabilities or any part thereof until the Certified Liabilities, or such part of the Certified Liabilities as the Managers may decide, have been discharged; and
- ii. if, and to the extent any Certified Liabilities discharged by the Association exceed the said limit any payment by the Association in respect thereof shall be by way of loan and the Member shall indemnify the Association in respect of such payment.

### **Section 3**

#### **Repatriation and substitute expenses**

A. Repatriation and substitute expenses which are not recoverable under Section 1 of this Rule and which are incurred in sending a substitute to replace a seaman of an entered ship who has been left ashore, or incurred under statutory obligation in repatriating any seaman of the entered ship.

PROVIDED ALWAYS that

This Section does not cover expenses which arise out of or are the consequence of :

- a. the expiry of a seaman's period of service on the entered ship either in accordance with the terms of a crew agreement or other contract of service or employment or by mutual consent of the parties to it, or
  - b. breach by the Member of any agreement or other contract of service or employment, or
  - c. sale of the ship, or
  - d. any other act of the Owner in respect of the entered ship
- B. Repatriation and substitute expenses incurred in compliance with Guideline B2.5 of Regulation 2.5 of the 2006 Maritime Labour Convention as amended (MLC 2006) or domestic legislation by a State Party implementing MLC 2006 unless costs are otherwise recoverable under Rule 3, Sections 1 or 3 A.
- C. Notwithstanding Rule 8. A, where a Member has failed to discharge or pay the liabilities referred to in Section 3. B above, the Association shall discharge or pay such claim on the Member's behalf directly to such seaman.

PROVIDED ALWAYS that

- a. where the Association is under no liability in respect of the claim by reason of a cesser under Rule 25 [A] or cancellation under Rule 26, the Association shall nevertheless discharge or pay a claim under Section 3 [C] incurred within the earlier of three months of the date of cesser or cancellation, or the expiry of

- the policy, but only as agent of the Owner and the Owner shall reimburse the Association in full for such claim; and
- b. the Owner shall reimburse the Association in full for any claim paid under Section 3. B of Rule 3.

#### **Section 4**

##### **Loss of or damage to personal effects**

Liability to pay damages or compensation for loss of or damage to the effects of:

- A. Any seaman,
- B. Any other person, on board an entered ship (other than the persons specified in paragraph [C] of Section 2).

PROVIDED ALWAYS that

- a. Unless and to the extent that the Member has obtained appropriate special cover by agreement with the Managers, there shall be no recovery from the Association in respect of claims relating to cash, negotiable instruments, precious or rare metals or stones, valuables or objects of a rare or precious nature.
- b. Where the liability arises under the terms of a contract and would not have arisen but for those terms, that liability is not covered by the Association unless and to the extent that those terms shall have been previously approved by the Managers in writing.

#### **Section 5**

##### **Shipwreck unemployment indemnity**

Liability to compensate any seaman for the loss of his employment caused in consequence of the actual or constructive total loss of an entered ship, where the wages or compensation are payable under statutory or other legal obligation or under the terms of any crew agreement or other contract of service or employment if and to the extent that those terms have previously been approved by the Managers in writing.

#### **Section 6**

##### **Liability arising under certain indemnities and contracts**

Liability, costs and expenses arising under the terms of an indemnity or contract given or made by or on behalf of the Member relating to facilities or services provided or to be provided to or in connection with an entered ship, but only if and to the extent that:

- A. the terms have previously been approved by the Managers and cover for the liability has been agreed in writing between the Member and the Managers on such terms as the Managers may require, or
- B. the Directors in their discretion decide that the Member should be reimbursed.

## Section 7

### Collision liability

The liabilities, set out in paragraphs [A], [B] and [C] below, to pay costs and damages to any other person as a consequence of a collision between an entered ship and any other ship, but only if and to the extent that such liabilities are not recoverable under the collision liability clause contained in the Hull Policies or the Hull Certificates of the entered ship:

- A. One fourth, or such other proportion as may have been agreed in writing by the Managers, of the liabilities arising out of the collision other than the liabilities listed in paragraph [B] of this Section.
- B. Four fourths of the liabilities arising out of the collision for or relating to
  - i. an escape or discharge (other than from the entered ship), of oil or any other substance, or the threat thereof, but excluding damage to other ships with which the entered ship is in collision and property on such other ships,
  - ii. any real or personal property or any thing whatsoever except other ships or property on other ships,
  - iii. removal or disposal of obstructions, wrecks, cargoes or any other thing whatsoever,
  - iv. the cargo or other property on the entered ship, or general average contributions, special charges or salvage paid by the owners of that cargo or property,
  - v. loss of life, personal injury, illness, repatriation or substitute expenses,
  - vi. remuneration paid, pursuant to the Special Compensation P&I Club (SCOPIIC) Clause, or any revision thereof, in respect of the salvage of a ship with which the entered ship is in collision.
- C. That part of the Member's liabilities arising out of the collision, other than the liabilities listed in paragraphs [A] and [B] of this Section, which exceeds the sum recoverable under the Hull Policies or the Hull Certificates of the entered ship solely by reason of the fact that the sum of the liabilities arising out of the collision exceeds the valuation of the ship in those Policies or Certificates.

PROVIDED ALWAYS that

- a. Unless and to the extent that the Directors in their discretion otherwise decide, recovery from the Association under paragraph [C] of this Section shall be limited to the excess (if any) of the amount which would have been

recoverable under the Hull Policies or the Hull Certificates of the entered ship if that ship had been insured thereunder at the proper value in accordance with paragraph [D] [(i)] of Rule 8.

- b. Unless otherwise agreed between the Member and the Managers at the time of entry or of subsequent annual renewal, a Member shall not be entitled to recover from the Association any franchise or deductible borne by him under the Hull Policies or the Hull Certificates of the entered ship.
- c. If a claim arises under this Section in respect of a collision involving two ships belonging wholly or partly to the same Member, then the Member and the Association shall have the same rights and obligations under this Section, as if the ships had belonged to different owners.
- d. Unless otherwise agreed between the Member and the Managers as a term of the ship's entry in the Association, if both ships are to blame, then where the liability of either or both of the ships in collision becomes limited by law, claims under this Section shall be settled upon the principle of single liability, but in all other cases claims under this Section shall be settled upon the principle of cross-liabilities, as if the owner of each ship had been compelled to pay the owner of the other ship such proportion of the latter's damages as may have been properly allowed in ascertaining the balance or sum payable by or to the Member of the entered ship in consequence of the collision.

## Section 8

### Loss or damage to property

Liability to pay damages or compensation for any loss of or damage to any property (including infringement of rights) whether on land or water and whether fixed or moveable.

PROVIDED ALWAYS that

- a. There shall be no recovery by a Member under this Section in respect of:
  - i. Liability which arises under the terms of any contract or indemnity to the extent that it would not have arisen but for those terms.
  - ii. Liability which is within the scope of the following Sections of this Rule:

Section 2 [C]	Liability to passengers
Section 4	Loss of or damage to personal effects
Section 7	Collision liability
Section 12	Pollution risks
Section 13	Towage liability
Section 14	Wreck liabilities
Section 16	Cargo liabilities
Section 17	Property on the entered ship

- iii. Any franchise or deductible borne by the Member under the Hull Policies or the Hull Certificates of the entered ship.
- b. If an entered ship causes loss or damage to property or infringes rights belonging wholly or in part to the Member of the entered ship, the Member shall have the same rights of recovery from the Association as if such property or rights belonged wholly to different owners.

## **Section 9**

### **Diversion expenses**

The net loss to a Member (over and above the expenses as would have been incurred but for the diversion) in respect of the cost of provisions, stores, fuel, insurance, wages, seamen allowance and port charges during a diversion of an entered ship incurred solely for the purpose of saving life at sea or for the purpose of securing treatment for an injured or sick person or while awaiting a substitute for such person or for the purpose of landing stowaways or refugees, but only if and to the extent that they are not recoverable from any third party.

## **Section 10**

### **Stowaways and refugees**

Expenses, other than those covered under Section 9 of this Rule, incurred by the Member in discharging his obligations towards or making necessary arrangements for stowaways or refugees or persons saved at sea, but only if and to the extent that the Member is legally liable for the expenses or they are incurred with the approval and agreement of the Managers in writing and they are not recoverable from any third party.

PROVIDED ALWAYS that

There is no cover under this Section for consequential loss of profit or depreciation arising from the rescue of refugees.

## **Section 11**

### **Life salvage**

Sums legally due to third parties by reason of the fact that they have saved or attempted to save the life of any person on or from an entered ship but only if and to the extent that such payments are not recoverable under the Hull Policies or the Hull Certificates of the entered ship or from cargo owners or underwriters.

## Section 12

### Pollution risks

The liabilities, losses, damages, costs and expenses set out in paragraphs [A] to [E] below when and to the extent that they are caused by or incurred in consequence of the discharge or escape from an entered ship of oil or any other substance, or the threat of such discharge or escape:

PROVIDED ALWAYS that

- a. There shall be no recovery in respect of any liability, loss, damage, cost or expense arising as a consequence of the presence in, or the escape or discharge or threat of escape or discharge from, any land-based dump, storage or disposal facility, of any substance previously carried on the entered ship, whether or not as cargo, fuel, stores or waste, except to the extent that the Directors in their discretion, and without having to give any reasons for their decision, otherwise determine.
  - b. Unless and to the extent that special cover has been agreed in writing by the Managers, the Association shall not reimburse any liability, loss, cost or expense which would have been recoverable in general average if the cargo of the entered ship had been carried on terms no less favourable to the Member than those of the York-Antwerp Rules.
  - c. Unless the Managers otherwise agree in writing, the Member of an entered ship which is a “relevant ship” as defined in the Small Tanker Oil Pollution Indemnification Agreement (STOPIA ) shall during the currency of that Agreement be a party to STOPIA for the period of entry of such ship in the Association and, unless the Directors otherwise determine, shall not be entitled to any recovery under this Section 12 of Rule 3, in respect of such ship in relation to any casualty, event or matter occurring during a period when the Member is not a party to STOPIA.
  - d. Unless the Managers otherwise agree in writing, the Member of an entered ship which is a “relevant ship” as defined in the Tanker Oil Pollution Indemnification Agreement ( TOPIA ) shall during the currency of that Agreement be a party to TOPIA for the period of entry of such ship in the Association and, unless the Directors otherwise determine, shall not be entitled to any recovery under this Section 12 of Rule 3, in respect of such ship in relation to any casualty, event or matter occurring during a period when the Member is not a party to TOPIA.
- A. Liability for loss, damage or contamination.

- B. Any loss, damage or expense which the Member incurs, or for which he is liable, as a party to any agreement approved by the Directors, including the costs and expenses incurred by the Member in performing his obligations under such agreements.
- C. The costs of any measures reasonably taken for the purpose of avoiding or minimizing pollution or any resulting loss or damage together with any liability for loss of or damage to property caused by measures so taken.
- D. The costs of any measures reasonably taken to prevent an imminent danger of the discharge or escape from the entered ship of oil or any substance which may cause pollution.
- E. The costs or liabilities incurred as a result of compliance with any order or direction given by any government or authority, for the purpose of preventing or reducing pollution or the risk of pollution, provided always that:
  - a. such compliance is not a requirement for the normal operation or salvage or repair of the entered ship; and
  - b. such costs or liabilities are not recoverable under the Hull Policies or the Hull Certificates of the entered ship.

## **Section 13**

### **Towage liabilities**

- A. Customary towage of an entered ship  
Liability, other than for the cost of the contracted services, under the terms of a contract for the following customary towage of an entered ship:
  - i. towage for the purpose of entering or leaving port or manoeuvring within the port during the ordinary course of trading, or
  - ii. towage of such entered ships as are habitually towed in the ordinary course of trading from port to port or from place to place, to the extent that the Member is not insured against such liability under the Hull Policies or the Hull Certificates of the entered ship.
- B. Towage of an entered ship other than customary towage  
Liability under the terms of a contract for towage of an entered ship other than the customary towage covered under paragraph [A] of this Section but only if and to the extent that cover for such liability has been agreed with the Managers in writing upon such terms as the Managers may require.

C. Towage by an entered ship

Liability arising out of the towage of another ship or object by an entered ship

PROVIDED ALWAYS that

There shall be no recovery by an Owner for loss of or damage to or wreck removal of a ship or other object towed by the entered ship or the cargo or other property on such tow (together with costs and expenses associated therewith) save in so far as

- i. the towage or attempt thereat is made for the purpose of saving or attempting to save, life or property at sea, or
- ii. the entered ship is towing under a contract approved in writing by the Managers or on such terms as the Managers may require.

## Section 14

### Wreck liabilities

- A. Costs or expenses relating to the raising, removal, destruction, lighting or marking of the wreck of an entered ship, when such raising, removal, destruction, lighting or marking is compulsory by law or the costs thereof are legally recoverable from the Member.
- B. Costs or expenses relating to the raising, removal or destruction of any cargo or property being carried or having been carried on an entered ship, not being oil or any other substance within the scope of Section 12 of this Rule, when such raising, removal or destruction is compulsory by law or the costs or expenses thereof are legally recoverable from the Member but only if and to the extent that the Member is unable to recover such costs or expenses from the owner or insurer of such cargo or property, or from any other party.
- C. Liabilities incurred by a Member as the result of any such raising, removal or destruction of the wreck of an entered ship or any cargo or property as is referred to in paragraphs [A] and [B] of this Section, or any attempt thereat.
- D. Liabilities incurred by a Member as the result of the presence or involuntary shifting of the wreck of an entered ship or as a result of his failure to remove, destroy, light or mark such wreck, including liability arising from the discharge or escape from such wreck of oil or any other substance.

PROVIDED ALWAYS that

- a. The entered ship became a wreck as the result of a casualty or event occurring during the period of that ship's entry in the Association, in which case the

Association shall continue to be liable for the claim notwithstanding that in other respects the liability of the Association shall have terminated pursuant to paragraph [C] of Rule 25.

- b. In respect of a claim under paragraph [A] and / or [B] of this Section, the value of all stores, cargos, properties and materials saved, the wreck itself, as well as any salvage remuneration received by the Member, shall first be deducted from such costs or expenses and only the balance thereof, if any, shall be recoverable from the Association.
- c. Nothing shall be recoverable from the Association under this Section if the Member shall, without the consent of the Managers in writing, have transferred his interest in the wreck, otherwise than by abandonment, prior to the raising, removal, destruction, lighting or marking of the wreck or prior to the event giving rise to the liabilities, costs and expenses referred to in this Section.
- d. Where the liability arises under the terms of an indemnity or contract, and would not have arisen but for those terms, such costs and expenses are only recoverable under this Section if and to the extent that:
  - i. the terms of the indemnity or contract have previously been approved by the Managers in writing and cover has been agreed between the Member and the Managers on such terms as the Managers may require, or
  - ii. the Directors in their discretion decide that the Member should be reimbursed.

## **Section 15**

### **Quarantine expenses**

Additional expenses incurred by the Owner of an entered ship as a direct consequence of an outbreak of infectious disease on that ship, including quarantine and disinfection expenses and the net loss to the Owner ( over and above such expenses as would have been incurred but for the outbreak) in respect of the cost of fuel, insurance, wages, stores, provisions and port charges.

## **Section 16**

### **Cargo liability**

The liabilities and costs set out in paragraphs [A] to [D] below when and to the extent that they relate to cargo intended to be or being or having been carried in an entered ship:

A. Loss, shortage, damage or other responsibility

Liability for loss, shortage, damage or other responsibility arising out of any breach by the Member, or by any person for whose acts, neglect or default he may be legally liable, of his obligation properly to load, handle, stow, carry, keep, care for, discharge or deliver the cargo or out of unseaworthiness or unfitness of the entered ship.

B. Disposing of damaged cargo

The additional costs (over and above those which would have been incurred by him if the cargo had not been damaged) incurred by the Member in discharging or disposing of damaged or worthless cargo, but only if and to the extent that the Member has no recourse to recover those costs from any other party.

C. Failure of consignee to remove cargo

The liabilities and additional costs (over and above the costs which would have been incurred by him if the cargo had been collected or removed) incurred by a Member solely by reason of the total failure of a consignee to collect or remove cargo at the port of discharge or place of delivery, but only if and to the extent that such liabilities or costs exceed the proceeds of sale of the cargo and the Member has no recourse to recover those liabilities or costs from any other party.

D. Through or transshipment bills of lading

Liability for loss, shortage, damage or other responsibility to cargo carried by a means of transport other than the entered ship, when the liability arises under a through or transshipment bill of lading, or other form of contract, approved by the Managers, providing for carriage partly to be performed by the entered ship, provided that the Owner has contracted on terms that seek to preserve rights of recourse against others involved in the performance of the contract of carriage.

PROVIDED ALWAYS that

a. Hague Rules or Hague-Visby Rules

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 incorporating terms no less favourable to the carrier than the Hague Rules or Hague-Visby Rules, 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.

b. Deviation

Unless and to the extent that the Directors in their discretion otherwise decide, or cover has been confirmed in writing by the Managers prior to the deviation, there shall be no recovery from the Association in respect of liabilities, costs and expenses which arise out of or which are incurred as a consequence of a 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 rules referred to in proviso [a] above to reduce or eliminate his liability.

c. Exclusions from cover

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:

- i. Discharge of cargo at a port or place other than the port or place provided in the contract of carriage;
- ii. Delivery of cargo carried under a non-negotiable bill of lading, waybill or similar document without production of such document by the person to whom delivery is made, where such production is required by the express terms of that document or the law to which that document, or the contract of carriage contained in or evidenced by it, is subject, except where the Member is required by any other law to which the carrier is subject to deliver, or relinquish custody or control of, the cargo, without production of such document.
- iii. Delivery of cargo carried under a negotiable bill of lading or similar document of title (including an electronic bill of lading) without production (or equivalent thereof in the case of an electronic bill of lading) of that bill of lading or document by the person to whom delivery is made, except where cargo has been carried on the entered ship either under the terms of a non-negotiable bill of lading, waybill or other non-negotiable document, and has been properly delivered as required by that document, notwithstanding that the Member of that entered ship may be liable under the terms of a negotiable bill of lading or other similar document of title issued by or on behalf of a party other than that Member providing for carriage partly by a means of transport other than the entered ship or under the terms of an approved electronic trading system and has been properly delivered to the person so entitled in accordance there with;
- iv. The issue of an ante dated or post dated bill of lading, waybill or other

document containing or evidencing the contract of carriage, that is to say a bill of lading, waybill or other document recording the loading or shipment or receipt for shipment on a date prior or subsequent to the date on which the cargo was in fact loaded, shipped or received as the case may be;

- v. A bill of lading, waybill or other document containing or evidencing the contract of carriage, issued with the knowledge of the Member or the Master of the entered ship with an incorrect description of the cargo or its quantity or its condition, or which contains any fraudulent misrepresentation;
  - vi. Either the failure to arrive or late arrival of the entered ship at a port of loading, or the failure to load any particular cargo or cargoes in an entered ship other than liabilities, loss and expenses arising under a bill of lading already issued;
  - vii. Any deliberate breach of the contract of carriage on the part of the Member or his managers.
- 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. appropriately provides that the carrier has the liberty to carry cargo on deck and either provides that 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.
- e. Ad Valorem Bills of Lading
- Unless and to the extent that special cover has been agreed in writing by the Managers, the Association shall not pay for liability arising from carriage under an ad valorem bill of lading or other document of title, waybill or other contract of carriage in which a value of more than US\$2,500 (or the equivalent in any other currency) is declared and/or inserted by reference to a unit, piece, package or otherwise, where the effect of such a declaration/insertion is to deprive the carrier of any right or rights of limitation to which he would otherwise have been entitled and cause him to incur a greater liability than he would have done but for such declaration/insertion, to the extent that such liability thereby exceeds US\$2,500 (or the equivalent in any other currency) in respect of any such unit piece or package.
- f. Rare and valuable cargo

Unless and to the extent that special cover has been agreed in writing by the Managers, there shall be no recovery from the Association in respect of claims relating to the carriage of specie, bullion, precious or rare metals or stone, plate or other objects of a rare or precious nature, bank notes or other forms of currency, bonds or other negotiable instruments.

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 rules referred to in proviso [a] of this Section above.

h. Regulations as to methods of carriage

The Directors shall have power from time to time to make regulations prescribing the conditions or method of carriage, storage, transport, custody and handling of cargo intended to be, being or having been carried in the entered ships.

Upon the passing of any such regulation it shall be deemed to be incorporated into these Rules so as to take effect as from the beginning of the policy year next following the time and date of the making of such regulation or as from the time and date as the Directors decide, and as from such taking effect every Member shall conform thereto in so far as the same may apply to the ships entered by him or on his behalf in the Association or to the trades in which they may be engaged.

If any Member shall commit a breach of any regulation, the Managers may reject or reduce any claim made by the Member to the extent to which it would not have arisen if he had complied with the regulation and may further impose such terms upon him as they may think fit as a condition of the continuance of the entry of the Member's ship or ships in the Association.

i. Events on land

There is no cover under paragraphs [A], [B] and [C] of this Section in respect of liabilities, costs and expenses arising out of events occurring before the cargo has been received for shipment, after it has been delivered at the port of discharge, or at any time when it is neither aboard the entered ship nor in the dock area of the port of loading or the port of discharge. This proviso shall not prevent recovery from the Association under paragraph [D] of this Section.

j. Pre-loading Survey

A Member shall arrange for a survey as to the condition of any cargo carried or intended to be carried on an entered vessel as may at any time be required

in any Circulars to Members by the Association or otherwise in writing by the Managers. Such survey shall be carried out by a surveyor approved in writing by the Association. Without prejudice to provisos c.v. of this Section 16 of Rule 3, where such a survey is carried out before a Bill of Lading, Waybill or other document is issued in respect of such cargo by or on behalf of the Member, the Member shall, unless the Managers otherwise agree in writing, clause such Bill of Lading, Waybill or other document containing or evidencing the contract of carriage to describe the cargo or its condition in accordance with the findings of the survey.

## **Section 17**

### **Property on the entered ship**

Liability of a Member for loss of or damage to any containers, equipment, fuel or other property on board the entered ship.

PROVIDED ALWAYS that

- a. Such property is not within the scope of Section 2 [C] or Section 4 or Section 16 of this Rule or within any proviso, exclusion, limit or deductible applicable to those Sections;
- b. Such property does not form part of the entered ship and is not owned or leased by the Member or by any company associated with or under the same management as the Member; and
- c. Unless and to the extent that the Member has obtained appropriate special cover by agreement with the Managers, the Association shall not reimburse a Member to the extent that any liability arises under a contract or indemnity entered into by the Member and would not have arisen but for such contract or indemnity.

## **Section 18**

### **Unrecoverable general average contributions**

The proportion of general average, special charges or salvage which a Member may be entitled to claim from cargo or from some other party to the marine adventure and which is not legally recoverable solely by reason of a breach of the contract of carriage.

PROVIDED ALWAYS that

Provisos [a], [b] and [c] of Section 16 of this Rule shall apply to any claim under this Section.

## Section 19

### Ship's proportion of general average

The entered ship's proportion of general average, special charges or salvage not recoverable under the Hull Policies or the Hull Certificates by reason of the value of the ship being assessed for contribution to general average or salvage at a sound value in excess of the insured value under the Hull Policies or the Hull Certificates.

PROVIDED ALWAYS that

Unless and to the extent that the Directors in their discretion otherwise decide, recovery from the Association under this Section shall be limited to the amount (if any) of the ship's proportion which would not have been recoverable under the Hull Policies or the Hull Certificates if the ship had been insured thereunder at the proper value in accordance with paragraph [D] [i] of Rule 8.

## Section 20

### Fines

- A. Fines as set out in paragraphs [B] to [E] below when and to the extent that they are imposed in respect of an entered ship by any court, tribunal or authority and are imposed:
  - i. upon the Member, or
  - ii. upon any person whom the Member may be legally liable to reimburse (other than under the terms of a contract or indemnity) or reasonably reimburses with the approval of the Managers, or
  - iii. upon any person whom the Member may be legally liable to reimburse under the terms of a contract or indemnity, but only if and to the extent that such terms have previously been approved by the Managers in writing.
- B. Fines for short or overlanded or over delivery of cargo, or for failure to comply with regulations relating to declaration of goods or to documentation of the entered ship in respect of her cargo (other than fines or penalties arising from the smuggling of goods or cargo or any attempt thereat);
- C. Fines for contravention of any law or regulation relating to immigration;
- D. Fines in respect of an accidental discharge or escape of oil or other substance, or the threat thereof;

PROVIDED ALWAYS that

There shall be no recovery from the Association in respect of fines arising out of

- i. the overloading of an entered ship or
- ii. infringements or violations of or non-compliance with the provisions regarding construction, adaptation and equipment of ships contained in the International Convention for the Prevention of Pollution from Ships 1973, as modified or amended by the Protocol of 1978 and any subsequent Protocol, or such of those aforesaid provisions as are contained in the laws of any State giving effect to that Convention or to such Protocol.

E. Any fine (other than those specified in paragraphs [B]-[D] above) to the extent that:

- i. the Member has satisfied the Directors that he took such steps as appear to the Directors to be reasonable to avoid the event giving rise to such fine, and
- ii. the Directors in their discretion and without having to give any reasons for their decision, decide that the Member should recover.

F. Confiscation of the entered ship

Notwithstanding the terms of Rule 8 [D][iv][(i)], the Directors in their discretion may authorize the payment, in whole or in part, of a Member's claim for loss of an entered ship following confiscation of the ship by any legally empowered court, tribunal or authority resulting from smuggling or by reason of the infringement of any customs law or customs regulation.

PROVIDED ALWAYS that

- a. the amount recoverable from the Association shall under no circumstances exceed the market value of the ship without commitment at the date of the confiscation; and
- b. the Member shall have satisfied the Directors that he took such steps as appear to the Directors to be reasonable to prevent the event giving rise to such confiscation; and
- c. any amount claimed under this paragraph [F] of Section 20 shall be recoverable to such extent only as the Directors in their discretion may determine without having to give any reasons for their decision; and
- d. no such claim shall be considered by the Directors until such time as the Member has been permanently deprived of his interest in the entered ship.

## **Section 21**

### **Special compensation to salvors**

Liability of a Member to reimburse a salvor of an entered ship for the following expenses, but only to the extent that such liability is not payable by those interested in the salvaged property:

- A. the “Special Compensation” to which a salvor may be entitled under the exception to the principle of “No cure - No pay” contained in Article 14 of the International Convention on Salvage 1989 or the Special Compensation P&I Clauses (SCOPIC) where they are incorporated into the Lloyd’s Standard Form of Salvage Agreements (2000) or (2011), or incorporated in the terms of a Standard Salvage Agreement approved by the Association.
- B. the “reasonable incurred expenses” (together with any increment awarded thereon) under the exception to the principle of “No cure - No pay” contained in Clause 1(a) of the Lloyd’s Standard Form of Salvage Agreements (1980).

## **Section 22**

### **Enquiry expenses**

Costs and expenses incurred by a Member in defending himself or in protecting his interests before a formal enquiry into the loss of or into a casualty involving the entered ship but only to the extent that such costs and expenses were incurred with prior approval of the Managers and on such conditions as the Managers may determine.

## **Section 23**

### **Expenses incidental to the operation of ships**

Liabilities, costs and expenses incidental to the business of owning, operating or managing ships which in the opinion of the Directors fall within the scope of the Association.

PROVIDED ALWAYS that

- a. Subject to the proviso [b] below there shall be no recovery under this Section in respect of liabilities, costs and expenses, which are expressly excluded by other provisions of these Rules;
- b. The Directors may authorize payment, in whole or in part, of claims which are excluded by paragraph [D] [iv] of Rule 8;

- c. Any amount claimed under this Section shall be recoverable to such extent only as the Directors in their discretion may determine without having to give any reasons for their decision.

## **Section 24**

### **Sue and labour and legal costs**

- A. Extraordinary costs and expenses (other than those set out in paragraph [B] of this Section) reasonably incurred on or after the occurrence of any casualty, event or matter liable to give rise to a claim upon the Association and incurred solely for the purpose of avoiding or minimizing any liability or expenditure against which the Member is wholly or, by reason of a deductible, partly insured by the Association, but only to the extent that those costs and expenses have been incurred with the agreement of the Managers or to the extent that the Directors in their discretion decide that the Member should recover from the Association.
  
- B. Legal costs and expenses relating to any liability or expenditure against which the Member is wholly, or, by reason of a deductible, partly insured by the Association, but only to the extent that those costs and expenses have been incurred with the agreement of the Managers or to the extent that the Directors in their discretion decide that the Member should recover from the Association.

## **Section 25**

### **Expenses incurred by direction of the Association**

Costs, expenses and loss which a Member may incur either:

- A. by reason of a special direction of the Managers in cases in which the Managers decide that it is in the interests of the Association that the direction be given, or
- B. in the absence of such special direction, as a result of action which he has taken or refrained from taking if the Managers in their discretion decide that such action was in the interests of the Association and that the Member should recover from the Association.

## **Appendices to Rule 3**

- A. The limitation of the Association's liability for oil pollution claims

- i. Where a ship entered in the Association by or on behalf of a Member (not being a charterer other than a demise or bareboat charterer), the Association's liability for claims in respect of or relating to an escape or discharge of oil (other than for loss of or damage to such oil), however arising, under Section 12 or any other Sections of Rule 3, shall be, subject to such terms and conditions as the Directors may from time to time determine, limited to US\$ 1,000 million each event in respect of such ship.

Where a ship entered in the Association by or on behalf of a charterer (other than a demise or bareboat charterer), or by more than one such charterer as Joint Members, the Association's liability for claims in respect of or relating to an escape or discharge of oil (other than for loss of or damage to such oil), however arising, under Section 12 or any other Sections of Rule 3, shall be, subject to such terms and conditions as the Directors may from time to time determine, limited to a combined single limit of US\$350 million (for oil pollution and other risks) each event in respect of such ship.

- ii. Without prejudice to the provision of paragraph [i] of this Appendix A, the Managers may determine prior to the commencement of the policy year that cover in respect of oil pollution liabilities, whether arising under any convention, statute, law, agreement or otherwise and whether arising in any geographical area or trade or otherwise shall be excluded, restricted or afforded only on terms that an additional Call is payable in respect of such cover, in which event such additional Call shall be payable in such amount and on such terms as may be agreed between the Member and the Managers.

## Rule 4 Freight, Demurrage & Defence Risks Covered

Unless otherwise agreed between a Member and the Managers, the Association shall be liable under this Rule 4 for:

- A. costs and expenses reasonably incurred in connection with any claims, disputes and proceedings which arise out of the matters or events as set out in paragraphs i to x inclusive hereinbelow.
- B. costs and expenses reasonably incurred in obtaining advice in connection with the claims, disputes and proceedings referred to above or the possibility thereof from lawyers, surveyors and other persons (other than employees of the Member or of the Association or of the Managers):

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No costs or expenses shall be recoverable from the Association unless:

- a. they have been incurred by the Member with the prior agreement in writing of the Managers; or
- b. they have been incurred by the Association on behalf of the Members in accordance with Section 11 of Rule 8; or
- c. the Directors shall determine that they were reasonably incurred and the Member should recover from the Association, and
- d. they are not excluded by any proviso, warranty, condition, exclusions, limitation, deductible or other term contained in these Rules or in the terms of entry.
  - i. Freight, dead freight, demurrage, detention, dispatch money, passage money and hire or any other matter arising out of a charter party, bill of lading or other contract of affreightment or the carriage of goods in or the trading of the entered ship generally;
  - ii. Damages for detention of any entered ship in any collision action;
  - iii. Salvage, towage, general average contributions and charges (except where the entered ship is a professional salvage ship/tug or other craft specially designed, converted or maintained for use in salvage operations and the claim arises as a result of or during any salvage operations or attempted salvage operations; but the Managers in their absolute discretion may allow claims of this type to be covered);
- iv. A policy of insurance, other than with this Association;

- v. Damages sustained by the entered ship;
- vi. Representation at official inquiries and protection against any interference by a public body, authority, company or corporation in matters connected with the business of ship owning;
- vii. Any contract for the building, purchase, sale, conversion or repair of the entered ship (including any guarantee in connection with such contract) only if the contract was made at the beginning of or during the period of insurance or the Managers agree in writing that claims, disputes or proceedings arising from the particular contract will be covered;
- viii. Any Mortgage of the entered ship or contract for such mortgage;
- ix. Any other contract in relation to the entered ship, except where the disputes arise under a management contract, unless the Managers otherwise determined;
- x. Any other matter which the Directors determine falls within the scope of this Rule 4.

#### **Appendices to Rule 4**

##### **A. Bail or Security Fees and Costs**

No costs, expenses or charges incurred by a Member in connection with the provision of bail or other security, whether by the Association or not, to obtain the release of or prevent the arrest or attachment of an entered ship or any other property or assets whatsoever of that Member shall be recoverable from the Association.

##### **B. Limitation**

Cover under this Rule 4 is limited to US\$1 million per dispute.

##### **C. Deductibles**

Cover under this Rule 4 is always subject to a deductible of US\$5,000 per dispute.

##### **D. Where the costs of a dispute are only partly covered, the Association shall decide in its absolute discretion, on the apportionment of costs.**

- E. For the purpose of this Rule 4, “dispute” as referred to in this Appendices [B], [C] and [D] above shall be defined by the Directors case by case which merits.
- F. Notwithstanding anything to the contrary contained in this Rule 4, the Directors may determine, without having to give any reason for their decision, that the Association shall pay a Member any amount, whether or not the full amount claimed, in respect of losses, liabilities, costs or expenses incidental to the business of owning, operating or managing ships, which in the opinion of the Directors fall within the scope of the Association’s business.
- G. So far as any risk covered under this Rule 4 is concerned, the Managers shall, in any event, be entitled to determine whether a particular case or claim or dispute which a Member seeks to be covered by the Association merits the support of the Association, and in exercising the powers vested in them hereby, the Managers, in their sole discretion, shall take into account any matters which may appear to them relevant, including but not limited to:
- i. the merits of the claims, disputes or proceedings in relation to which the Member seeks to be covered by the Association;
  - ii. the interests of the Membership as a whole in addition to the interests of the individual Member;
  - iii. the reasonableness of the Member’s conduct;
  - iv. the financial consequences of their decision for the Association;
  - v. the cost-effectiveness of the steps proposed by or on behalf of the Member.
- 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. The Managers may at any time withdraw the Association’s support from a Member in any particular case if they consider that such case ought to be settled or discontinued, and the Association shall not be liable for any costs and expenses incurred in connection with such case after the time of such withdrawal of support.
- 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.
- J. 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.

## **Rule 5 Hull & Machinery Risks Covered**

Unless otherwise agreed between a Member and the Managers, the risks of Total Loss Only, All Risks and Hull War and Strike covered by the Association are as set out in this Rule 5.

### **Section 1**

#### **The subject matter insured**

The subject matter insured by the Association under this Rule 5 is the entered ship and the liabilities, costs and expenses referred to hereunder. For the purpose of this Rule 5, the reference of “the entered ship” shall include its hull, lifeboats, machinery, equipments, instruments, tackles, bunkers and stores.

### **Section 2**

#### **Total Loss Only**

This insurance covers total loss of the entered ship caused by:

- A. earthquake, volcanic eruption, lightning or other natural calamities;
  - B. grounding, collision, contact with any object, fixed, floating or otherwise, or other perils of the seas;
  - C. fire or explosion;
  - D. violent theft by persons from outside the entered ship or piracy;
  - E. jettison;
  - F. breakdown of or accident to nuclear installations or reactors;
  - G. other causes mentioned below:
    - i. accidents in loading, discharging or shifting cargo or fuel;
    - ii. any latent defect in the machinery or hull of the entered ship;
    - iii. wrongful acts wilfully committed by the Master or crew to the prejudice of the Member's interest;
    - iv. negligence of the Master, crew, pilots, repairers or charterers;
    - v. acts of any governmental authority to prevent or minimize a pollution hazard resulting from damage to the entered ship caused by risks covered by the Association;
- provided such total loss has not resulted from want of due diligence by the Member, Owners or his managers.

### **Section 3**

#### **All Risks Cover**

This insurance covers total loss of or partial loss of or damage to the entered

ship arising from the causes referred to in Section 2 above and also covers liabilities or expenses below:

#### A. Collision Liabilities

- i. Legal liabilities of the Member as a consequence of the entered ship coming into collision with any other ship, or contact with any object, fixed, floating or otherwise. However there shall be no recovery from the Association in respect of:
  - (i) loss of life, personal injury or illness;
  - (ii) cargo or other property on, or engagements of, the entered ship;
  - (iii) removal or disposal of obstructions, wrecks, cargoes or any other thing whatsoever;
  - (iv) pollution or contamination of any property or thing whatsoever (including cost of preventive measures and clean-up operations) except pollution or contamination of the other ship with which the entered ship is in collision or property on such other ship;
  - (v) indirect losses and expenses arising from delay to or loss of use of any object, fixed, floating or otherwise.
- ii. Where the entered ship is in collision with another ship and both ships are to blame, then unless the liability of one or both ships becomes limited by law, the indemnity under paragraph [A] of this Section 3 shall be calculated on the principle of cross-liabilities. This principle also applies when the entered ship comes into contact with an object.
- iii. The Association's liability of indemnity (including legal costs) under paragraph [A] of this Section 3 shall be in addition to the indemnity provided by the other provisions of this Section 3, but shall not exceed the insured amount of the entered ship in respect of each separate occurrence.

#### B. General Average and Salvage

- i. This insurance covers the entered ship's proportion of general average, salvage or salvage charges. In case of general average sacrifice of the entered ship, the Member may recover fully for such loss without first enforcing his right of contributions from other parties.
- ii. General average adjustment shall be made in accordance with the law or the rules at the place of adjustment provided in the relevant contract. However, where the contract does not so provide, the adjustment shall be made in Beijing in accordance with the existing Beijing Adjustment Rules.
- iii. Where all the contributing interests are owned by the Member, or when

the entered ship sails in ballast and there are no other contributing interests, general average adjustment shall be made in accordance with the provisions of Beijing Adjustment Rules (excluding Article 5), or similar provisions of other rules if expressly agreed as if the interests were owned by different persons. The voyage for this purpose shall be deemed to continue from the port or place of departure until the arrival of the entered ship at the first port or place thereafter other than a port or place of refuge or a port or place of call for bunkering only. If at any such intermediate port or place there is an abandonment of the adventure originally contemplated the voyage shall thereupon be deemed to be terminated.

C. Sue and Labour

- i. Where there is loss of or damage to the entered ship arising from a peril insured against or where the entered ship is in an immediate danger from such a peril, and as a result reasonable expenditure is incurred by the Member in order to avert or minimize a loss which would be recoverable under this Rule 5, the Association will be liable for the expenses so incurred by the Member. This paragraph [C] shall not apply to general average, salvage or salvage charges or to expenditure otherwise provided for in Rule 5.
- ii. The Association's liability of indemnity under this paragraph [C] shall be in addition to the indemnity provided by the other provisions of this Section 3, but shall not exceed the insured amount of the entered ship.

## Section 4

### Exclusions

This insurance does not cover liability, loss, damage or expense caused by:

- A. unseaworthiness including not being properly manned, equipped or loaded, provided that the Member knew, or should have known, of such unseaworthiness when the entered ship was sent to sea;
- B. negligence or intentional act of the Member and his representative;
- C. ordinary wear and tear, corrosion, rottenness or insufficient upkeep, or defect in material which the Member should have discovered with due diligence, or replacement of or repair to any part in unsound condition as mentioned above.

- D. risks insured against or excluded by the cover of Hull War and Strikes under Section 11 of Rule 5.

## **Section 5**

### **Deductible**

The Member's recovery from the Association under Section 3 of Rule 5 shall be subject to the deductibles in accordance with the following provisions:

- A. Partial loss caused by a peril insured against shall be payable subject to the deductibles stipulated in the Certificate of Entry of the entered ship for each separate event (excluding claims relating to collision liability, salvage, general average and sue and labour).
- B. Claims for damage caused by heavy weather occurring during a single sea passage between two successive ports shall be treated as being due to one event.

The provisions of this Section 5 shall not apply to a claim for total loss of the entered ship, and a claim for reasonable expense of sighting the bottom of the entered ship after grounding, if incurred specially for that purpose.

## **Section 6**

### **Shipping**

Unless previous notice has been given to the Managers and any amendment to the terms of cover and additional Call/Premium required by the Managers have been agreed, the Association shall not be liable under Sections 2 and 3 for any liability, loss, damage and expense arising out of:

- A. towage of the entered ship undertaken by another ship (except as is customary or to the first safe port or place when in need of assistance) or towage or salvage service undertaken by the entered ship under a contract previously arranged by the Member. The customary towage in connection with loading and discharging shall not be excluded;
- B. cargo loading or discharging operation at sea from or into another ship (not being a harbour or inshore craft) including whilst approaching, lying alongside and leaving;

- C. the entered ship sailing (with or without cargo) with an intention of being broken up or sold for breaking up.

## **Section 7**

### **Continuation and extension**

- A. Should the entered ship at the expiration of this insurance be at sea or in distress or at a port of refuge or a port of call, she shall, provided previous notice be given to the Managers, be held covered at an additional pro rata daily Call/Premium to her port of destination. However, in case of a total loss of the entered ship during such period of extension, a further additional 6 (six) months Call/Premium shall be paid to the Association.
- B. Unless the Managers agree to the contrary in writing, this insurance under Sections 2 and 3 of Rule 5 shall terminate automatically at the time of:
  - i. change of the Classification Society of the entered ship, or change, suspension, discontinuance, withdrawal or expiry of her Class therein, provided that if the entered ship is at sea such automatic termination shall be deferred until arrival at her next port. However, where such change, suspension, discontinuance, or withdrawal of her Class has resulted from loss or damage covered under Rule 5 such automatic termination shall only operate should the entered ship sail from her next port without the prior approval of the Classification Society.
  - ii. any change, voluntary or otherwise, in the ownership or flag, transfer to new management, or charter on a bareboat basis, or requisition for title or use of the entered ship, provided that, if the entered ship has cargo on board and has already sailed from her loading port or is at sea in ballast, such automatic termination shall if required by the Member be deferred, whilst the entered ship continues her planned voyage, until arrival at final port of discharge if with cargo or at port of destination if in ballast.
- C. In case of any breach of the warranty or particular terms of the entry of the entered ship as to cargo, voyage, trading limit, towage, salvage services or date of sailing, this insurance under Rule 5 shall terminate automatically unless notice be given to the Managers immediately after receipt of advices and any amended terms of cover and any additional Call/Premium required by the Managers be agreed.

## Section 8

### Returns

Returns of Estimated Total Call/Premium under Section 2 or Section 3 of Rule 5 shall be allowed under the following circumstances:

- A. If the insurance of the entered ship in the Association is withdrawn or terminated, without prejudice to the effects of Rules 16, 18, 24, 25 and 26, the Estimated Total Call shall be returned pro rata daily net for the period from the date of the withdrawal or the termination to the date of the expiration of the contemplated insurance. Notwithstanding the above, this paragraph [A] shall not be applicable to the automatic termination of insurance under paragraph [C] of Section 7 of Rule 5.
- B. Where the entered ship is laid up in a port or lay-up area approved by the Association for a period exceeding 30 (thirty) consecutive days irrespective of whether she is under repairs in dock or shipyard, loading or discharging, 50% (fifty percent) of net Estimated Total Call/Premium for such period shall be returned pro rata daily.

In the event of any return recoverable under this paragraph [B] being based on 30 (thirty) consecutive days which fall on successive insurances effected for the same Member, the Association shall only be liable for an amount calculated at pro rata for the number of days which come within the period covered by the Association.

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In no case shall such return be recoverable under paragraphs [A] and [B] above in the event of a total loss of the entered ship, whether by insured risks or otherwise during the period covered by the Association or any extension thereof.

## Section 9

### Tender

- A. Where the entered ship is damaged and repairs are required, the Member shall take such tenders as a diligent uninsured owner would take to obtain the most favourable offer for the repairs of the damaged ship.

- B. The Managers may also take tenders or may require further tenders to be taken for the repair of the entered ship. Where such a tender has been taken and is accepted with the approval of the Managers an allowance in respect of fuel, store, wages and maintenance of the Master and crew shall be made for the time lost between the dispatch of the invitations to tender required by the Managers and the acceptance of a tender to the extent that such time is lost solely as the result of tenders having been taken and provided that the tender is accepted without delay after receipt of the Managers' approval, however, the allowance shall not exceed the amount calculated for that period at the rate of 30% per annum on the insured value of the entered ship in the relevant policy year.

Due credit shall be given against the allowance as above for any amounts recovered in respect of fuel and stores and wages and maintenance of the Master and crew, including amounts allowed in general average, and for any amounts recovered from third parties in respect of damages for detention and/or loss of profit and/or running expenses, for the period covered by the tender allowance or any part thereof.

- C. The Member may decide the place of repair of the damaged entered ship. However, if the Member in taking such decision does not act as a diligent uninsured owner, then the Managers shall have a right of veto concerning the place of repair or the repairing firm decided by the Member or to deduct any increased costs resulting therefrom from the indemnity.

## **Section 10**

### **Claim and Indemnity**

- A. Total Loss
- i. Where the entered ship is completely destroyed or so seriously damaged as to cease to be a thing of the kind insured or where the Member is irretrievably deprived of the ship, there is an actual total loss, the full insured amount shall be indemnified.
  - ii. Where no news has been received of the whereabouts of the entered ship over a period of 2 (two) months after the date on which she is expected to arrive at the port of destination, it shall be presumed an actual total loss and the full insured amount shall be indemnified.
  - iii. Where an actual total loss of the entered ship appears to be unavoidable or the cost of recovery, repair and/or salvage or the aggregate thereof will exceed the insured value of the entered ship, it may be deemed a constructive total loss and the full insured amount shall be indemnified.

after notice of abandonment of the ship is given to the Association irrespective of whether the Association accepts the abandonment. Once the Association accepts the abandonment, that ship shall belong to the Association.

- iv. In the event of total loss of the entered ship, the insurance in respect of that ship under Rule 5 shall terminate automatically. However, the Member shall still be bound to pay the Association the Calls/Premiums in full for the policy year in which the termination occurs. The Member shall only be entitled to recovery from the Association in respect of total loss when he has paid in full the sums (including but not limited to the Calls/Premiums and the sums payable under Rules 25 and 26) due to the Association.

#### B. Partial Loss

Any loss other than an actual total loss or a constructive total loss is a partial loss.

- i. Claims under this insurance shall be payable without deduction new for old.
- ii. In no case shall a claim be admitted in respect of scraping, derusting or painting of the entered ship's bottom unless it directly relates to the repairs of plating damaged by an insured peril.
- iii. Where repairs in drydock for Member's account necessary to make the entered ship seaworthy and/or a routine drydocking are carried out concurrently with repairs covered by the Association, then the costs of entering and leaving dock and the dock dues for the time spent in dock shall be borne equally by the Member and the Association. Where it is necessary to place the entered ship in drydock for repair of the damage covered by the Association, the Association shall be liable for the cost of drydocking in full without any reduction, should the Member have survey or other work carried out while the entered ship is in dock provided the time for the survey or the work for the Member's account is not prolonged in dock or the cost of dock is not in any way increased.
- iv. In no case shall any sum be allowed by this insurance either by way of remuneration of the Member for time and trouble taken to obtain and supply information or documents or in respect of the commission or charges of any manager, agent, managing or agency company or the like, appointed by or on behalf of the Member to perform such services, unless and to the extent that they have been incurred with the prior agreement of the Managers.
- v. Where the insured amount of the entered ship is less than the agreed

value or the contributory value in respect of general average or salvage, then the Association shall only be liable to pay such proportion of any loss or expense covered under this insurance as the amount insured bears to the agreed or contributory value.

- vi. Where the entered ship comes into collision with or receives salvage services from another ship owned by the Member or under the same management, the Association shall have the same liability under this insurance as it would have were the other ship entirely the property of a third party.

## **Section 11**

### **Hull War and Strikes Cover**

#### **A. Scope of the Cover**

The Association shall be liable under Section 11 for loss of or damage to the entered ship or collision liability of or expense arising from general average or salvage or sue and labour of the entered ship caused by:

- i. war, civil war, revolution, rebellion or civil strife arising therefrom, or any hostile act;
- ii. capture, seizure, arrest, detainment, confiscation or blockade, but such claim shall be dealt with only on expiry of 6 (six) months from the day when such events arise;
- iii. any weapons of war including mines, torpedoes or bombs;
- iv. strikes, lock-out or other similar events;
- v. civil commotions, riots or other similar events;
- vi. any malicious action by any person for a political motive.

#### **B. Exclusions**

The Association shall not be liable for any loss, damage, liability or expense arising from:

- i. atomic or hydrogen bombs or nuclear weapons of war;
- ii. capture, seizure, arrest, detainment or confiscation by or under the order of the government or local authority of the country in which the entered ship is owned or registered;
- iii. requisition or pre-emption;
- iv. the outbreak of war (whether there be a declaration of war or not) between any countries which are permanent members of the Security Council of the United Nations.

#### **C. Termination of insurance**

- i. The Association or the Member shall be entitled to issue to the other at any time notice of cancellation to terminate the insurance under Section 11 of Rule 5. Such cancellation shall then become effective upon the expiry of 7 (seven) days on which the notice is issued;
- ii. Whether or not such notice of cancellation has been given, the insurance under Section 11 of Rule 5 shall terminate automatically:
  - (i) upon the occurrence of any hostile detonation of atomic or hydrogen bombs or nuclear weapon of war wheresoever or whensoever such detonation may occur and whether or not the entered ship may be involved;
  - (ii) upon the outbreak of war (whether there be a declaration of war or not) between any countries which are permanent members of the Security Council of the United Nations;
  - (iii) in the event of requisition or sale of the entered ship.

#### D. Fundamental Conditions

- i. The cover of Hull War and Strikes risks under Section 11 of Rule 5 is an additional insurance to the cover of Hull and Machinery Risks under Section 2 or Section 3 of Rule 5. The relevant provisions in respect of Hull and Machinery Cover of Sections 1 to 10 shall also apply to the Hull War and Strikes Cover under Section 11. In case of any conflict between any provisions under these Sections, for the purpose of Hull War and Strikes Cover, the provisions of Section 11 shall prevail;
- ii. The Association shall not be liable for any claim which would be recoverable under any other insurance;
- iii. In the event of the termination of insurance by virtue of paragraph [C] of Section 11, without prejudice to Rules 16, 18, 24, 25 and 26 of these Rules, a pro rata daily net Estimated Total Call/Premiums shall be returned to the Member, but no return for any lay-up of the entered ship shall be payable under Section 11 of Rule 5.

## Rule 6 Special Cover

- A. Unless expressly prohibited by the Bye-Laws and the Rules of the Association, the Managers may accept entries of ships on terms which afford cover to a Member against any special or additional risks not set out in Rules 3, 4 and 5. The nature and extent of the risks and the terms of the cover shall be as agreed in writing between the Member and the Managers.
- B. Notwithstanding paragraph 5 of Rule 2, a Member may be insured on the special term that the risks insured may arise otherwise than in respect of the entered ship or otherwise than in connection with the operation of the entered ship provided always that this shall have been expressly agreed in writing between the Member and the Managers.
- C. Without prejudice to the generality of Rule 13B, the Managers may reinsure in whole or in part the risk or risks of the Association insured under this Rule 6, or under Rule 7, and where such reinsurance is arranged the Member shall be entitled to recover only the net amount actually recovered under such reinsurance arrangements, together with that portion (if any) of the risk or risks retained by the Association.

## **Rule 7 Special Cover for Charterers, Specialist Operations and Passenger Ships**

Without prejudice to the generality of Rule 6, a Member may be insured against such of the risks set out below as may be appropriate to his interest in an entered ship or to his operations as an Owner, but only by special agreement in writing with the Managers and upon such terms and conditions as the Managers may require.

### **Section 1 Charterer**

Where the entry of a ship in the Association is in the name of or on behalf of a charterer, the following liabilities, losses, costs and expenses may be covered on such terms and conditions as may be agreed by the Managers in writing:

- A. Liability of the charterer, together with costs and expenses incidental thereto, to indemnify the owner or disponent owner of the entered ship in respect of the risks set out in Rule 3.
- B. Notwithstanding the provisions of sub-paragraphs [(i)], [(ii)] and [(iii)] of Rule 8 [D] [iv], the charterer's liability, together with costs and expenses incidental thereto, for loss of or damage to the entered ship.
- C. Notwithstanding the provisions of sub-paragraph [(ii)] of Rule 8 [D] [iv], the loss incurred by the charterer as a result of loss of or damage to bunkers, fuel or other property of the charterer on board the entered ship.

### **Section 2 Specialist operations**

A Member may be insured against any of the liabilities, fines, losses, costs or expenses which arise out of or during any of those operations in respect of which cover is excluded or restricted either under Rule 8 [D] [v] or otherwise under these Rules upon such terms and conditions as may be expressly agreed in writing between the Member and the Managers.

### Section 3

#### Passenger ships

The Member of a passenger ship may be insured against any of the following risks upon such terms and conditions as may be agreed by the Managers in writing:

- A. Liability for loss of or damage to the effects of any passenger or personal injury, illness or death of any passenger and hospital, medical or funeral expenses (including the repatriation of dead bodies) incurred in connection therewith to the extent that such liability, costs or expenses are not recoverable under Section 2 [C] of Rule 3.
- B. Notwithstanding the provisions of sub-paragraph [(vi)] of Rule 8 [D] [iv], liability to pay damages or compensation to passengers intended to be carried on board an entered ship arising as a consequence of a casualty to that ship, including the costs of travel and maintenance.
- C. Liability to pay damages or compensation to passengers for breach of contract or relevant regulations in respect of failure to provide facilities on board or in connection with a voyage on board an entered ship in accordance with the Member's legal obligations.

## Rule 8 Conditions, Exceptions and Limitations

### A. Payment first by the Member, subrogation and assignment

Unless the Directors in their discretion otherwise decide, it is a condition precedent of a Member's right to recover from the Association in respect of any liabilities, costs or expenses that he shall first have discharged or paid the same.

Without prejudice to the Managers' power under paragraph [1] of Rule 8 relating to the handling and settlement of claims, where the Association makes a payment to a Member or to any third party pursuant to security provided on behalf of the Member and the Member has rights against a third party, whether by way of a claim for contribution, indemnity or otherwise arising out of a claim or matter in respect of which the Association has made such payment, the Association shall be subrogated to the rights of the Member in respect of the claim or matter to the extent of that payment, including the right to any interest accruing on that amount prior to its recovery from such third party and the right to recover any costs incurred in relation to the exercise of such rights.

The Member agrees to hold such rights as a trustee for the Association and to take such steps as the Association may direct with regard to his enforcement and recovery. All such recoveries, including interest and recovered costs howsoever and whensoever made, are to be paid to the Association, provided that if any such recovery exceeds the amounts paid by the Association, including interest and costs whether paid to the third parties or incurred by the Association, the balance shall be paid to the Member.

If required by the Association, the Member shall execute a legal assignment of such rights to the Association. In the event that such rights are not assignable or transferable as a matter of law, the Member undertakes not to dissolve itself or otherwise render himself incapable of taking such steps as may be required by the Association in enforcing any such rights against a third party.

### B. No liability until Calls and other sums paid, and set-off

Without prejudice to anything elsewhere contained in these Rules it shall be a condition precedent of a Member's right to recover from the Association in respect of any loss, damage, liabilities, costs or expenses that all Calls and other amounts whatsoever as shall have become due from the Member to the Association shall have been paid in full by the Member or by some assignee or other person on his behalf.

But, the Association may waive the above condition precedent, in such event the Association shall be entitled to set off any amount due from a Member against any amount due to him from the Association.

Without prejudice to anything elsewhere contained in these Rules, the Association shall be entitled to set off any amount due from a Member against any amount due to him from the Association.

C. Limitation of the Association's liability

i. General

Subject to these Rules and to any special terms and conditions upon which a ship may be entered, the Association insures the liability of the Member in respect of an entered ship as this liability may be determined and fixed by law including any laws pertaining to limitation of liability. The Association shall under no circumstances be liable for any sum in excess of such legal liability.

If less than the full tonnage of a ship is entered in the Association, the Member shall, unless the entry of the ship has been accepted on special terms which provide otherwise, be entitled only to recover such proportion of his claim as the entered tonnage bears to the full tonnage. Such proportion shall, if the Member's claim is subject to any other limits under these Rules, be applied after the application of such limits.

ii. Charterers

Where an entry of a ship in the Association is in the name of or on behalf of a charterer (other than a charterer by demise or bareboat charterer) then, unless otherwise agreed in writing between such charterer and the Managers, the liability of the Association in respect of any claims brought by such charterer relating to the entry of that ship in the Association shall be limited to the amount to which such charterer could have limited his liability if he had been the registered owner of that ship and had sought and not been denied the right to limit.

iii. Oil pollution

Unless the Directors otherwise decide, such limit shall apply in respect of any one entered ship each event and shall apply irrespective of whether the event involves the escape or threatened escape of oil from one or more than one ship and to all claims in respect of oil pollution whether under one Section or more than one Section of Rule 3. If the aggregate of such claims

exceeds that limit, the liability of the Association for each claim shall be limited to such proportion of that limit as such claim bears to the aggregate of all such claims.

For the purpose of this sub-paragraph and the provisos thereto, and without prejudice to anything elsewhere contained in these Rules, a “claim in respect of oil pollution” shall mean a liability, cost, loss or expense, howsoever incurred, in respect of or relating to an escape or discharge of oil or any threat or consequence of such escape or discharge, but excluding liability for loss of or damage to such oil.

PROVIDED ALWAYS that

- a. Where the entered ship provides salvage or other assistance to another ship following a casualty, a claim by the Member of the entered ship in respect of oil pollution arising out of the salvage, the assistance or the casualty shall be aggregated with any liabilities or costs incurred in respect of oil pollution by any other ship similarly engaged in connection with the same casualty when such other ships are insured for oil pollution risks by the Association or by any other insurer which participates in the Pooling Agreement. In these circumstances the limit of the Association's liability shall be such proportion of the limit as referred to in Appendix A to Rule 3 as the claim of the Member bears to the aggregate of the said claims.
- b. Where a ship entered in the Association by or on behalf of any person (except a charterer other than a demise or bareboat charterer) is also separately insured in the name of or on behalf of the same or any other such person by the Association or by any other insurer which is a party to the Pooling Agreement for claims in respect of oil pollution, the aggregate recovery in respect of all such claims arising out of any one event shall not exceed the limit referred to in Appendix A to Rule 3 and the liability of the Association to each such person insured by the Association shall be limited to such proportion of that limit as the maximum claim otherwise recoverable by such person from the Association bears to the aggregate of all such claims otherwise recoverable from the Association and from all such insurers.
- c. Unless the Directors otherwise decide pursuant to paragraph [C] [iii] of this Rule 8, in the event that more than one charterer other than a demise or bareboat charterer is insured in respect of the same ship by the Association or by any other insurer which participates in the Pooling Agreement, the aggregate recovery in respect of all claims brought

by all such charterers in respect of oil pollution arising out of any one event shall not exceed the limit referred to in Appendix A to Rule 3 and the liability of the Association to each charterer insured by the Association shall be limited to such proportion of the limit as the maximum claim otherwise recoverable from the Association by each such charterer bears to the aggregate of all the said claims.

- d. If and to the extent that the Member has, in relation to any claim in respect of oil pollution, other insurance not being solely in excess of the limit referred to in Appendix A to Rule 3 nor being a quota share arrangement agreed in advance with the Association in writing, then
- (i) the amount of the said limit shall, as applied to such claim, be reduced by the amount of the stated limit of such other insurance and.
  - (ii) the Association shall not pay such claim to the extent that it does not exceed the stated limit of such other insurance.

#### iv. Passenger / Seaman

For the purpose of this sub-paragraph and the provisos thereto, and without prejudice to anything elsewhere contained in the Rules, a "Passenger" shall mean a person carried onboard a ship under a contract of carriage or who, with the consent of the carrier, is accompanying a vehicle or live animals covered by a contract for the carriage of goods and a "Seaman" shall mean any other person onboard a ship who is not a Passenger. Unless otherwise limited to a lesser sum, the Association's aggregate liability for any and all claims arising out of any one event shall not exceed

- (i) in respect of liability to Passengers US\$2,000 million; and
- (ii) in respect of liability to Passengers and Seamen US\$3,000 million, for each ship entered by or on behalf of an Owner not being a charterer other than a demise or bareboat charterer.

#### PROVIDED ALWAYS that

Where a ship entered in the Association by or on behalf of any person (except a charterer other than a demise or bareboat charterer) is also separately insured in the name of or on behalf of the same or any other such person by the Association or by any other insurer which is a party to the Pooling Agreement.

- a. the aggregate of claims in respect of liability to Passengers recoverable from the Association and/or such other insurers shall not exceed US\$2,000 million for any one event and the liability of the Association shall be limited to such proportion of that sum as the claims recoverable by such

persons from the Association bears to the aggregate of all such claims otherwise recoverable from the Association and all such insurers;

b. the aggregate of all claims in respect of liability to Passengers and Seamen recoverable from the Association and/or such other insurers shall not exceed US\$3,000 million for any one event and the liability of the Association shall be limited as follows:

(i) where claims in respect of liability to Passengers have been limited to US\$2,000 million in accordance with proviso a. to such proportion of the balance of US\$1,000 million as the claims recoverable by such persons in respect of liability to Seamen bear to the aggregate of all such claims otherwise recoverable from the Association and all such insurers; and

(ii) in all other cases, to such proportion of US\$3,000 million as the claims recoverable by such persons in respect of liability to Passengers and Seamen bear to the aggregate of all such claims otherwise recoverable from the Association and all such insurers.

v. The provisions of paragraphs [C] [ii] and [iii] of this Rule 8 shall not apply to the cover under Rule 5.

#### D. Exclusions

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], [v] and [x] shall only apply to the cover under Rule 3.

- i. Exclusion of sums insurable under Hull Policies or Hull Certificates  
Unless and to the extent that the Directors otherwise decide, or the Managers agree in writing as a term of entry, the Association shall not indemnify the Member of an entered ship against any liabilities, costs or expenses against which that Member would have been insured if at the time of the event giving rise to those liabilities, cost, or expenses the ship had been fully insured for its proper value under Hull Policies on terms equivalent to those of the Lloyd's Marine Policy MAR form 1/1/82 with the Institute Time Clauses Hulls 1/10/83 attached or under Hull Certificates on terms of Rule 5 of these Rules of the Association. For the purpose of these Rules, "proper value" shall mean the market value of the ship, without commitment, at the date of the event referred to above.
- ii. Exclusion of war risks

The Association shall not indemnify a Member against any liabilities, costs or expenses (irrespective of whether a contributory cause of the same being incurred was any neglect on the part of the Member or on the part of the Member's servants or agents) when the loss or damage, personal injury, illness or death or other accident in respect of which such liability arises or costs or expenses are incurred, was caused by:

- (i) War, civil war, revolution, rebellion, insurrection or civil strife arising therefrom, or any hostile act by or against a belligerent power, or any act of terrorism (in the event of any dispute as to whether or not an act constitutes an act of terrorism, the decision of the Directors shall be final).
- (ii) Capture, seizure, arrest, restraint or detainment (barratry and piracy excepted) and the consequences thereof or any attempt thereat;
- (iii) Mines, torpedoes, bombs, rockets, shells, explosives or other similar weapons of war (save for those liabilities, costs or expenses which arise solely by reason of the transport of any such weapons whether on board the entered ship or not), provided always that this exclusion shall not apply to the use of such weapons either as a result of government order or with the written agreement of the Directors or the Managers where the reason for such use is the avoidance or mitigation of liabilities, costs or expenses which would otherwise fall within the cover given by the Association.

PROVIDED ALWAYS that

The Directors may resolve that special cover be provided to the Members against any or all of the risks set out in these Rules notwithstanding that those liabilities, costs or expenses would otherwise be excluded by this sub-paragraph [ii] and that such special cover should be limited to such sum or sums and be subject to such terms and conditions as the Directors may from time to time determine.

iii. Exclusion of nuclear risks

The Association shall not indemnify a Member against any liabilities, losses, costs or expenses directly or indirectly caused by or contributed to by or arising from

- (i) ionising radiations from, or the radioactive, toxic, explosive or other hazardous or contaminating properties of
  - a. any nuclear fuel or any nuclear waste or the combustion of nuclear fuel, or

- b. any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; or
- (ii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter,

PROVIDED ALWAYS that

- a. this exclusion shall not apply to liabilities, losses, costs or expenses arising out of the carriage of "excepted matter" as cargo on an entered ship. For this purpose, "excepted matter" consists of certain radio isotopes, used in or intended to be used for any industrial, commercial, agricultural, medical or scientific purpose and such further exceptions as the Directors may approve.
  - b. The Directors may resolve that special cover be provided to the Members against any or all of the risks set out in these Rules notwithstanding that those liabilities, losses, costs, or expenses would otherwise be excluded by this sub-paragraph [iii] and that such special cover should be limited to such sum or sums and be subject to such terms and conditions as the Directors may determine.
- iv. Exclusion of damage to entered ship, loss of hire, etc.
- Subject to paragraph [F] of Section 20 and to Section 23 of Rule 3, the Association shall not, except as otherwise provided in this sub-paragraph, pay for:
- (i) Loss of or damage to the entered ship or any part thereof;
  - (ii) Loss of or damage to any equipment on board the entered ship or to any containers, lashings, stores or fuel thereon, to the extent that the same are owned or leased by the Member or by any company associated with or under the same management as the Member;
  - (iii) The cost of repairs to the entered ship or any charges or expenses in connection therewith;
  - (iv) Claims by or against the Member relating to loss of freight or hire of an entered ship or any proportion thereof unless such loss of freight or hire forms part of a claim recoverable from the Member for liabilities in respect of cargo within the scope of these Rules or is, with the consent of the Managers, included in the settlement of such a claim;
  - (v) Salvage or services in the nature of salvage and any costs and expenses in connection therewith;
  - (vi) Loss arising out of cancellation of a charter or other

- engagement of an entered ship;
- (vii) Loss arising out of irrecoverable debts or out of the insolvency of any person, including insolvency of agents;
  - (viii) Claims by or against the Member relating to demurrage on, detention of or delay to an entered ship unless such demurrage, detention or delay forms part of a claim recoverable from the Member for liabilities in respect of cargo within the scope of these Rules or is, with the consent of the Managers, included in the settlement of such a claim.

PROVIDED ALWAYS that

The exclusions of this sub-paragraph [iv] shall not apply to claims under the following Sections of Rule 3:

Section 11	Life Salvage
Section 18	Unrecoverable general average contributions
Section 19	Ship's proportion of general average
Section 21	Special compensation to Salvors
Section 24	Sue and labour and legal costs
Section 25	Expenses incurred by direction of the Association

- v. Exclusion of certain liabilities, costs and expenses of salvage ships, drilling ships, dredgers and others, specialist operation, diving etc. 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:
  - (i) Salvage operations
    - liabilities, costs and expenses arising out of salvage operations (and which for the purposes of this Rule shall include wreck removal operations) conducted by an entered ship or provide by a Member, other than
      - a. liabilities, costs and expenses arising out of salvage operations conducted by an insured vessel for the purpose of saving or attempting to save life at sea; and
      - b. liabilities, costs and expenses incurred by a Member (being a professional salvor) which are covered by a special agreement between that Member and the Association, and which arise out of the operation of, and in respect of the Member's interest in the entered ship.
  - (ii) Drilling operations
    - Liabilities, costs and expenses incurred in respect of an entered

ship carrying out drilling or production operations in connection with oil or gas exploration or production, including any accommodation unit moored or positioned on site as an integral part of any such operations, to the extent that such liabilities, costs or expenses arise out of or during drilling or production operations.

For the purpose of this sub-paragraph [(ii)], a ship shall be deemed to be carrying out production operations if (inter alia) it is a storage tanker or other ship engaged in the storage of oil, and either:

- a. the oil is transferred directly from a producing well to the storage ship; or
- b. the storage ship has oil and gas separation equipment on board and gas is being separated from oil whilst on board the storage ship other than by natural venting.

In respect of any entered ship employed to carry out production operations in connection with oil or gas production, the exclusion shall apply:

- a. from the time that a connection, whether directly or indirectly, has been established between the entered ship and the well until such time that the Entered Ship has been disconnected from the well as part of a planned procedure to leave the site for the purpose of navigation to shore or to another production site; or
- b. where the Entered Ship is unintentionally, as well as intentionally, as an emergency response, disconnected from the well; or
- c. where the Entered Ship remains connected to the well, but the production is shut down, whether or not as an emergency response.

### (iii) Specialist operations

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, the deployment, operation and recovery of pneumatic barriers to the extent that such liabilities, costs and expenses arise as a consequence of:

- a. claims brought by any party for whose benefit the work has been performed, or by any third party (whether connected with any party for whose benefit the work has been performed or not), in respect of the specialist nature of the operations;

- or
- b. the failure to perform such specialist operations by the Member or the fitness for purpose or quality of the Member's work, on board the entered ship; or
- c. any loss of or damage to the contract work.

PROVIDED ALWAYS that this exclusion shall not apply to liabilities, costs and expenses incurred by a Member in respect of:

- a. loss of life, injury or illness of crew and other personnel on board the entered ship; or
- b. the wreck removal of the entered ship; or
- c. oil pollution emanating from the entered ship or the threat thereof, but only to the extent that such liabilities, costs and expenses are covered by the Association under Rule 3.

(iv) Waste disposal and sub-sea activities

Liabilities, costs and expenses incurred by a Member in connection with any claim arising out of:

- a. waste incineration or disposal operations carried out by the entered ship (other than any such operations carried out as an incidental part of other commercial activities, not being specialist operations); or
- b. the operation by the Member of submarines, mini-submarines, diving bells or remotely operated underwater vehicles; or
- c. the activities of professional or commercial divers where the Member is responsible for such activities, other than
  - (a) activities arising out of salvage operations being conducted by an entered ship where the divers form part of the crew of that entered ship (or of diving bells or other similar equipment or craft operating from the entered ship) and where the Member is responsible for the activities of such divers; and
  - (b) incidental diving operations carried out in relation to the inspection, repair or maintenance of the entered ship or in relation to damage caused by the entered ship; and
  - (c) recreational diving activities.

(v) Non-marine personnel

Liabilities, costs and expenses incurred by a Member in respect of:

- a. personnel (other than marine crew) employed otherwise than by the Member, where the entered ship is providing accommodation to such personnel in relation to their employment

on an oil or gas exploration or production facility, unless a contractual allocation of such risk has been approved by the Managers; or

- b. hotel and restaurant guests or other visitors or catering crew of the entered ship when the ship is moored (otherwise than on a temporary basis) and is open to the public as a hotel, restaurant, bar or other place of entertainment.

(vi) Heavy lift

Liabilities, costs and expenses incurred by a Member in respect of loss of or damage to or wreck removal of cargo carried on a semi-submersible heavy lift entered ship or an entered ship which is designed exclusively for the carriage of heavy lift cargo, save where the cargo is carried under a contract on Heavycon terms or any other terms approved in writing by the Managers.

vi. Double insurance

The Association shall not, unless and to the extent that the Directors in their discretion otherwise decide, be liable for any liabilities, costs or expenses recoverable under any other insurance or which would have been so recoverable:

- (i) apart from any terms in such other insurance excluding or limiting liability on the ground of double insurance; and
- (ii) if the ship had not been entered in the Association with cover against the risks set out in these Rules.

vii. Imprudent Trading (Contraband, blockade running, unlawful trade, imprudent or hazardous operations)

No claim shall be recoverable from the Association if it arises out of or is consequent upon an entered ship carrying contraband, blockade running or being employed in an unlawful trade or if the Managers, having regard to all the circumstances, shall be of the opinion that the carriage, trade or voyage was imprudent, unsafe, unduly hazardous or improper.

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.
- (iii) an electronic trading system shall be deemed approved, provided:
  - 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:
    - (a) an audit by an independent body; or
    - (b) a declaration by a supervisory, regulatory or accreditation body or applicable voluntary scheme; or
    - (c) applicable industry standards; and
  - 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.

ix. Disputes between Members of Joint Entries, Fleet Entries and Group Affiliates

The Association shall in no case be liable for any liability, loss, expenses and costs arising out of or as a result of any disputes or claims between Members and Members of Joint Entries, Fleet Entries and Group Affiliates, or between Members of Joint Entries, Fleet Entries and Group Affiliates under the same entry.

x. Rights of recourse

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 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.

#### E. Classification and statutory requirements

Unless otherwise agreed in writing between the Member and the Managers, the following conditions are terms of the insurance of every entered ship:

- i. The ship must be and remain throughout the period of entry classed with a Classification Society approved by the Managers.
- ii. Any incident or condition in respect of which that Classification Society might make recommendations as to repairs or other action to be taken by the Member must be promptly reported to that Classification Society.
- iii. The Member must comply with all the rules, recommendations and requirements of the Classification Society relating to the entered ship within the time or times specified by the Classification Society.
- iv. The Member authorises the Managers to inspect any information, relating to the maintenance of class of the entered ship, in the possession of any Classification Society with which that ship is or at any time has been classed, and will where necessary authorise such Classification Society or Societies to disclose and make available that information to the Managers upon request by the Managers and for whatsoever purposes the Managers may consider necessary.
- v. The Member must immediately inform the Managers if, at any time during the period of entry, the Classification Society with which the ship is classed is changed and advise the Managers of all outstanding recommendations, requirements or restrictions specified by any Classification Society relating to that ship as at the date of such change.
- vi. The Member must comply with all statutory requirements of the state of the ship's flag relating to the construction, adaptation, condition, fitment, equipment and manning of the entered ship and must at all times maintain the validity of such statutory certificates as are issued by or on behalf of the state of the ship's flag in relation to such requirements and in relation to the International Safety Management (ISM) Code and the International Ship and Port Facility Security (ISPS) Code.

Unless and to the extent that the Directors in their discretion otherwise decide, the Association shall not be liable for any claim arising during a period when that Member is not fulfilling or has not fulfilled those conditions.

PROVIDED ALWAYS that

where the entry of a ship is solely in the name of or on behalf of a charterer other than a demise or bareboat charterer the rights of recovery of such charterer shall not be dependent on the fulfilment of conditions [ii], [iii], [iv], [v] or [vi] of this paragraph [E].

#### F. Survey of ships

- i. The Managers at any time in their discretion may appoint a surveyor or such other person as they may think fit to inspect an entered ship on behalf of the Association.
- ii. If an entered ship has been laid-up for a period of 6 (six) months or more, whether the ship has been entered in the Association for all or part of the period of lay-up, the Member shall give the Managers notice that the ship is to be recommissioned not less than 7 days before the ship leaves the place of lay-up.  
Upon receipt of such notice the Managers in their discretion may appoint a surveyor or such other person as they may think fit to inspect the ship on behalf of the Association.
- iii. The Member, under the circumstances specified in sub-paragraphs [i] and [ii] above, shall
  - (i) afford such facilities as may be required for such inspection, and
  - (ii) comply with such recommendations as the Managers may make following such inspection.

Unless and to the extent that the Directors otherwise decide, a Member who commits any breach of his obligations referred to in sub-paragraphs [ii] or [iii] shall not be entitled, in relation to any casualty or event occurring during the period of the breach, to any recovery from the Association in respect of any claim arising out of such casualty or event. A breach of the obligation in sub-paragraph [ii] above shall be deemed to have ended at such time as the Member has complied with his obligations referred to in sub-paragraph [iii] [(i)] above. Notwithstanding the above and in addition thereto, the Managers may, in the light of such inspection or in the event of any breach of the obligations referred to in sub-paragraphs [iii] [(i)] and [iii] [(ii)] above, terminate the Member's entry forthwith whereupon the Member shall cease to be insured in respect of the entered ship.

#### G. Lay Up

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 being included) the Member shall be allowed a return of Net Premium in respect of P&I cover as referred in Rule 3 as follows:

- i. If the ship so remains at any safe port or place, with all her machinery shut down, including the ship's own generators, and with no crew or other persons on board or on duty in the immediate vicinity of the vessel, except for the minimum such persons necessary for the security and safety of the ship at her place of lay up at such rate of up to 90% of the Net Premium on a pro rata daily basis as the Managers in their discretion may determine;
- ii. If the ship so remains at any safe port or place, with her machinery operative, at such rate of up to 50% of the Net Premium on a pro rata daily basis as the Managers in their discretion may determine.

PROVIDED ALWAYS that

- (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;
- (ii) Notwithstanding proviso [(i)] above, the carrying out of routine maintenance upon the ship during the period of lay up shall not preclude the Member from claiming a return of Net Premium under sub-rule [ii] above.
- (iii) Where it appears likely that the vessel will be so laid up for a period of 30 or more consecutive days and whether or not an application for laid up returns is made or anticipated to be made in accordance with this Rule:
  - a. the Member must forthwith notify the Managers in writing in a form required by the Managers, specifying amongst other things the location, the mooring and crewing arrangements and anticipated duration of such lay up;
  - b. the Member shall be under a continuing duty to assess the safety of the ship and the port or place of lay up and notify the Managers of any material change of circumstances since the date of the notice referred to at [a] above;
  - c. the Managers shall have the option but not the obligation to arrange a survey or other investigation to assess the safety of the ship and/or the place of lay up, and the Member shall bear the costs of such survey or investigation unless otherwise agreed by the Managers in writing;
  - d. The Managers shall have sole discretion in deciding whether the port or place involved (or the position of the ship in such place) is safe for the purposes of this Rule;
- (iv) An application for a laid up return shall be made by the Member in the form required by the Managers;
- (v) Where notice of lay up is given, whether or not the Member has

sought laid up returns, in accordance with this Rule, the Member warrants, and it shall be a condition precedent to a Member's right of recovery from the Association, that it and the ship shall:

- a. continue to comply with the provisions of the Rules and Rule 8 [E] in particular; and
  - b. comply with all legal and regulatory requirements imposed by the relevant authorities exercising jurisdiction over the ship in its place of lay up, including but not limited to the relevant port state(s) and harbour authorities, as well as with any conditions imposed by the ship's hull and machinery underwriters, and any requirements of the ship's classification society and flag state;
- (vi) No laid up returns shall be allowed in respect of charterers' entries, other than entries in respect of bareboat charters;
- (vii) For the purposes of this Rule 'Net Premium' means the premium payable, excluding Overspill Calls, less such allowance for the unrecoverable cost of reinsurance, brokerage, administration expenses, and any other amounts due from the Member to the Association.
- (viii) Unless the Directors shall in their absolute discretion otherwise determine, no claim shall be admitted for laid up returns unless the claim is made within 3 (three) months of the end of either the vessel's lay up or the applicable policy year, whichever shall first occur.
- (ix) The Managers may, in their discretion, admit in whole or in part, a claim for a laid up return which would otherwise be excluded by the operation of any provision of this Rule.
- (x) Where an entered ship has been laid up for a period of 30 or more consecutive days, regardless of whether any part of that period precedes the ship's entry in the Association and whether or not the Member has sought laid up returns in accordance with this Rule, the Member shall give notice to the Managers not less than 14 days prior to the date when the ship sails from the place of lay up, and the Managers shall be entitled to survey any such ship prior thereto or afterwards. Without prejudice to the foregoing, the provisions of Rule 8 [F] shall apply to any ship laid up in accordance with this Rule or otherwise.

#### H. Obligation to sue and labour

Upon the occurrence of any casualty or event liable to give rise to a claim by a Member upon the Association, it shall be the duty of the Member and his agents to take and to continue to take all such steps as may be reasonable for the purpose of averting or minimizing any expense or liability in respect whereof he may be insured by the Association. In the event that a Member commits any

breach of this obligation, unless and to the extent that the Directors in their discretion otherwise decide, the Managers may reject any claim by the Member against the Association arising out of the casualty, event or reduce the sum payable by the Association in respect thereof by such amount as they may determine.

I. Rights and obligations relating to claims

- i. A Member must promptly and faithfully notify the Managers or in case of necessity the nearest correspondents of every casualty, event or claim upon him which is liable to give rise to a claim upon the Association, and of every event or matter which is liable to cause the Member to incur liabilities, costs or expenses for which he may be insured by the Association.
- ii. A Member must promptly notify the Managers of every survey or opportunity for survey in connection with a matter referred to under sub-paragraph [i] above.
- iii. A Member must at all times promptly notify the Managers of any information, documents or reports in his or his agents' possession, power or knowledge relevant to such casualty or event as is referred to under sub-paragraph [i] above and shall further, whenever so requested by the Managers, promptly produce to the Association and/or allow the Association or its agents to inspect, copy or photograph, all relevant documents of whatsoever nature in his or his agents' possession or power and shall further permit the Association or its agents to interview any servant, agent or other person who may have been employed by the Member at the material time or at any time thereafter or whom the Association may consider likely to have any direct or indirect knowledge of the matter or who may have been under a duty at any time to report to the Member in connection therewith.
  - iv. A Member shall comply with any directions given by the Managers in accordance with sub-paragraph [vii] below in connection with any claim and any casualty or event which is liable to give rise to a claim upon the Association.
  - v. A Member shall not settle or admit liability for any claim for which he may be insured by the Association or waiving any right of recourse or recovery from any third party without prior written consent of the Managers.
  - vi. In submitting a claim to the Association, the Member shall transfer to the Managers all necessary documents and assist the Managers in pursuing recovery against a third party in case of the third party liabilities or expenses being involved.
  - vii. The Managers shall have the right if they so decide:
    - (i) to control or direct or handle or take over the handling of any claim

or legal or other proceedings relating to any liability, loss, damage, costs or expenses in respect whereof the Member is or may be insured in whole or in part and to conduct such proceedings in the name of the Member; and

- (ii) to require the Member to settle, compromise or otherwise dispose of such claim or proceedings in such manner and upon such terms as the Managers see fit;
  - (iii) to pay the Member, in respect of the liabilities, costs or expenses which the Member is insured by the Association, the sum or sums converted from other currency into the currency in which the Member pays Calls or fixed premiums to the Association at the rate of exchange prevailing on the date when the Member first have discharged or paid the same.
- viii. Measures taken by the Association to avoid or minimize liabilities, losses, damages, costs or expenses which would be recoverable under these Rules shall not be deemed as a waiver or admission of liability by the Association or otherwise as a constitution of an infringement of the right of the Association.

In the event that a Member commits any breach of his obligations referred to in sub-paragraphs [ i ] to [ vi ] above, unless and to the extent that the Directors in their discretion otherwise decide, the Managers may reject any claim by the Member against the Association arising out of the casualty, event or reduce the sum payable by the Association in respect thereof by such amount as they may determine.

#### J. Time Bar

Without prejudice to the obligation of notification specified in paragraph [ I ] above, unless the Directors in their discretion shall otherwise decide:

- i. in respect of the cover under Rules 3 and 4  
the Member's claim against the Association shall be discharged and the Association shall be under no further liability in respect thereof, if a Member:
  - (i) fails to notify the Managers of any casualty, event or claim referred to in paragraph [ I ] [ i ] of this Rule within 1 (one) year after he has knowledge thereof; or
  - (ii) fails to submit a claim to the Managers for reimbursement of any liabilities, costs or expenses within 1 (one) year after discharging or settling the same.
- ii. in respect of the cover under Rule 5  
No claim shall be recoverable from the Association should a Member fail to submit claim documents to the Managers within 2 (two) years following the casualty, event or loss.

## K. Security

In no circumstances shall the Association be obliged to provide bail or other security to obtain the release of, or to prevent the arrest or attachment of an entered ship or any other ship, property or assets (including freight or monies due) owned or managed by the Member or any company associated with or under the same management as the Member, or to obtain the release of or prevent the arrest of any seaman of such ships. The Association may agree to provide such bail or other security in a particular case on such terms as it may consider necessary. If it does so agree, then subject to any variation of any of sub-paragraphs [i] to [vii] below by specific agreement between the Managers and the Member:

- i. the provision of a bail or other security by the Association shall not constitute any admission of liability by the Association for the claim in respect of which the bail or security is given;
- ii. the Association shall be entitled to recover from the Member the expenses incurred in connection with providing such bail or other security, except insofar as such expenses, if incurred by the Member, would be recoverable from the Association under Section 24 of Rule 3;
- iii. the Association shall be entitled to a commission from the Member of 1% per annum on the amount of the bail or other security provided, or such other sum as may be considered appropriate by the Managers;
- iv. the Member shall upon the Association agreeing to provide the bail or other security, give to the Association an undertaking in the form of “Standard Form of Member’s Counter Security” as set out in Attachment 2 to these Rules;
- v. the Member shall on such date or dates as the Association determines pay the Association the amount of any deductible which the Association determines may apply to any liability, loss, cost or expense in respect of which the bail or other security has been provided and in respect of which the Member may be insured;
- vi. whether or not the Member has given such undertaking, if the Association does provide bail or other security then the provisions of the “Standard Form of Member’s Counter Security” referred to in sub-paragraph [iv] above shall be the terms as between the Association and the Member. The terms and conditions contained in that form of undertaking shall be binding on the Member as if such undertaking had been duly given by him to the Association.
- vii. Where the Association has provided bail or other security in accordance with this paragraph and the Member fails to comply with the requirement made or direction given by the Association under this Rule 8, the Association by giving to the Member 14 days written notice to this effect shall (unless in the meantime the Association has been released from its liability in respect of such bail or other security) be entitled in the name of the

Member to defend, settle or otherwise deal with such claim or potential claim against him and Member shall on demand indemnify the Association against any loss, damage, liability, costs and expenses incurred by the Association as a result of exercising its rights, except in so far as such loss, damage, liabilities, costs and expenses, if incurred by the Member, would be recoverable under this insurance with the Association.

viii. The Association shall in no circumstances provide cash deposits.

#### L. Certificates

Notwithstanding the exclusions in Rule 8 [D] [ii] and [iii], the Association will discharge on behalf of the Member liabilities, costs, expenses arising under a demand made pursuant to the issue by the Association on behalf of the Member of

- i. a guarantee or other undertaking given by the Association to the Federal Maritime Commission under Section 2 of US Public Law 89-777, or
- ii. a certificate issued by the Association in compliance with Article VII of the International Conventions on Civil Liability for Oil Pollution Damage 1969 or 1992 or any amendments thereof, or
- iii. an undertaking given by the Association to the International Oil Compensation Fund 1992 in connection with the Small Tanker Oil Pollution Indemnification Agreement (STOPIA), or
- iv. a certificate issued by an Association in compliance with Article 7 of the International Convention on Civil Liability for Bunker Oil Pollution Damage, 2001, or
- v. a certificate issued by the Association in compliance with Article 12 of Nairobi International Convention on the Removal of Wrecks, 2007, or
- vi. a certificate issued by the Association in accordance with Regulation 2.5.2, Standard A.2.5.2, Guideline B.2.5 and Regulation 4.2, Standard A.4.2.1 and Guideline B.4.2 of "MLC 2006", or equivalent statutory provisions implementing MLC 2006, and when issued, the terms of the MLC Extension Clause 2016 shall apply or be incorporated in the certificate, or
- vii. a guarantee, undertaking or certificate issued by the Association in accordance with, or pursuant to, any other law, regulation or international convention coming into force during the current Policy Year.

#### PROVIDED ALWAYS that

- a. The Member shall indemnify the Association to the extent that any payment under any such guarantee, undertaking or certificate in discharge of the said liabilities, costs and expenses is or would have been recoverable in whole or in part under a standard P&I war risk policy had the Member entered into such policy and complied with the terms and conditions thereof, and
- b. The Member agrees that
  - (i) any payment by the Association under any such guarantee, undertaking

- or certificate in discharge of the said liabilities, costs and expenses shall, to the extent of any amount recovered under any policy of insurance or extension to the cover provided by the Association, be by way of loan; and
- (ii) there shall be assigned to the Association to the extent and on the terms that it determines in its discretion to be practicable all the rights of the Insured Owner under any other insurance and against any third party.

M. Employment of lawyers and other persons

- i. Without prejudice to any other provisions of these Rules and without waiving any of the Association's rights hereunder, the Managers may at any and all times appoint and employ on behalf of a Member upon such terms as they may think fit lawyers, surveyors or other persons (whether or not lawyers, surveyors or other persons have already been appointed or employed by the Member) for the purpose of dealing with any matter liable to give rise to a claim by the Member upon the Association, including, but not limited to, investigating, or advising upon any such matter and taking or defending legal or other proceedings in connection therewith. The Managers may also at any time discontinue such employment as they may think fit.
- ii. The Association is only responsible for costs, fees, expenses incurred by such person appointed by a Member with prior consent of the Managers or appointed by the Managers on behalf of a Member.
- iii. All lawyers, surveyors and other persons appointed by the Managers on behalf of a Member or appointed by a Member with the prior consent of the Managers shall at all times be and be deemed to be appointed and employed on the terms:
  - (i) that (without prejudice to their right to retire from the matter on any other grounds) they shall be entitled to retire from the matter if either the Managers or the Member so requests or if such person considers that a conflict of interest has arisen or may arise between the Member and the Association so that he ought to retire from the matter;
  - (ii) that they have been instructed by the Member at all times (both while so acting and after having retired from the matter) to give advice and to report to the Managers in connection with the matter without prior reference to the Member;
  - (iii) that they are to produce to the Managers without prior reference to the Member any documents or information in their possession or power relating to such matter, as if such person had been appointed to act and had at all times been acting on behalf of the Association and notwithstanding that any such advice, report, documents or information would otherwise be the subject of legal or any other form of privilege.

#### N. Interest

In no case shall interest be paid upon sums due from the Association.

#### O. Wilful or intentional act of the Member

The Association shall not be liable for any liabilities, losses, damages, costs or expenses which result from the Member's knowingly sending the entered ship to sea in an unseaworthy condition.

The Association shall not be liable for any liabilities, losses, damages, costs or expenses caused by the wilful or intentional misconduct act or default of the Member.

#### P. Electronic communication

The Association's logs and records of any electronic communication sent or received by the Association shall, in the absence of manifest error, be conclusive evidence of such communication and of its dispatch or receipt.

#### Q. Sanctions Risks

- 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 result in a violation of, or expose the Association to the risk of being or becoming subject to 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.
- ii. The Owner shall in no circumstances be entitled to recover from the Association that part of any liabilities, costs or expenses which is not recovered by the Association from any party to the Pooling Agreement and/or from any reinsurer because of a shortfall in recovery from such party or reinsurer by reason of any sanction, prohibition or adverse action by a competent authority or government or the risk thereof if payment were to be made by such party or reinsurer. For the purposes of this paragraph, "shortfall" includes, but is not limited to, any failure or delay in recovery by the Association by reason of the said party or reinsurer delaying payment or making payment into a designated account in compliance with the requirements of any competent authority or government.
- iii. Notwithstanding the express or implied terms of any other provision of these Rules, on becoming aware of any prima facie evidence of any conduct

by a Member which exposes or might expose the Association to the risk of being or becoming subject to any sanction, prohibition, restriction or adverse action in any form whatsoever by any state or international organisation or other competent authority the Association shall be entitled to terminate its insurance of the Member immediately and without notice, whereupon that Member shall immediately cease to be insured by the Association and the period of insurance shall immediately terminate in respect of any and all vessels entered by him.

R. Law of contract

These Rules and all contracts of insurance made by the Association shall be governed by and construed in accordance with law of the People's Republic of China, except "Insurance Law".

## Rule 9 Application for Insurance and Disclosure

- A. The Member must faithfully disclose to the Association, during the course of applying for insurance, every material circumstances which would influence the Association in deciding Calls or Premiums and determining whether the cover will be provided or not and disclose to the Association, at any time, every material circumstances which would alter risks, terms and conditions of the entry. It shall be a condition precedent of the insurance by the Association that all particulars and information given are complete and true so far as the Member knew or should have known in the ordinary course of business.
- B. Any applicant Owner who desires to enter a ship for insurance in the Association shall make application for such entry in such form as may from time to time be required by the Managers and furnish a ship's particulars. An application for entry of a ship in the Association may be made at any time.
- C. The particulars given by an applicant Owner in any application form together with any other particulars or information given in the course of applying for insurance, or negotiating changes in the terms of insurance to the Managers, shall, if the entry of the relevant ship be accepted, be deemed to form the basis of the contract of insurance between the applicant Owner and the Association.
- 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.
- E. 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.

## Rule 10 Joint Entries and Fleet Entries

- 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.
- B. Unless otherwise agreed in writing all Joint Members shall be jointly and severally liable to pay all Calls, Premiums, contributions or other sums due to the Association in respect of such entry, and the receipt by any one of such persons for any sums payable by the Association in respect of such entry shall be a sufficient discharge of the Association for the same.
- C. Failure by any Joint Member to disclose material information within his knowledge shall be deemed to have been failure of all the Joint Members.
- D. Conduct of any Joint Member which would have entitled the Association to decline to indemnify him shall be deemed the conduct of all the Joint Members.
- E. Unless the Managers have otherwise agreed in writing, the contents of any communication from or on behalf of the Association to any Joint Member shall be deemed to be within the knowledge of all the Joint Members, and any communication from any Joint Member to the Association, the Managers or their agents shall be deemed to have been made with the full approval and authority of all the Joint Members.
- 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.
- G. Fleet entries  
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, 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 para-

graphs [A] to [F] shall apply to the entry specified in this paragraph [G].

- H. The cover afforded under this Rule shall extend only to risks, liabilities and expenses arising out of operations and/or activities customarily carried on by or at the risk and responsibility of Owners and which are within the scope of the cover afforded by the Rules and any special terms set out in the Certificate of Entry.

## Rule 11 Group Affiliate Cover

- A. The Managers may accept the entry of any ship upon terms that within the limits and upon the conditions set out in paragraphs [B] , [C] and [D] of this Rule, the benefit of the cover afforded by the Association to the Member in respect of that ship shall be extended to persons or companies affiliated or associated with that Member. The rights and obligations as between the Association and any such persons or companies (both referred to hereafter in this Rule as Group Affiliates) shall, subject always to paragraphs [B] , [C] and [D] of this Rule, be such as may be agreed between the Member and the Managers.
  
- B. The benefit of the cover extended to Group Affiliates in accordance with paragraph [A] of this Rule shall be limited to reimbursement of claims relating to liabilities, costs or expenses incurred by them to the extent that the Member:
  - i. would have incurred the same liabilities, costs and expenses if the same claims had been pursued against him, and
  - ii. would thereafter have been entitled to obtain reimbursement from the Association in accordance with the terms of entry of the ship in the Association.
  
- C. The total liability of the Association in respect of any one event to the Member and to all Group Affiliates to whom the benefit of that Member's cover has been extended in accordance with this Rule shall not exceed such sum as would have been recoverable from the Association in respect of such event by that Member, and the receipt by any one of the Member and any such Group Affiliates of that sum or of separate payments by the Association amounting in aggregate to that sum shall be a full and sufficient discharge of the Association's liability.
  
- D. Conduct of any one of the parties insured under this Rule which would have entitled the Association to decline to indemnify him shall be deemed the conduct of all insureds under the same entry.

## Rule 12 Certificate of Entry and Endorsement Slip

- A. As soon as reasonably practical after accepting an application for the entry of a ship for insurance in the Association and at the commencement of each subsequent policy year during which such entry continues, the Managers shall issue to the Member of such ship a Certificate of Entry in such form as may from time to time be prescribed by the Managers but so that such Certificate of Entry shall state the date of the commencement of the period of insurance or the policy year as the case may be and the terms and conditions on which the ship has been accepted for insurance.
  
- B. If at any other time or from time to time the Managers and the Member of any ship entered for insurance shall agree to vary the terms relating to the entered ship, the Managers shall, as soon as reasonably practical thereafter, issue to the Member of such ship an Endorsement Slip stating the terms of such variation and the date from which such variation is to be effective.
  
- C. Every Certificate of Entry and every Endorsement Slip issued as aforesaid shall be conclusive evidence and binding for all purposes as to the commencement of the period of insurance, as to the terms and conditions on which the ship has been entered for insurance, and as to the terms of any variation and the date from which such variation is to be effective; provided that in the event that any Certificate of Entry or any Endorsement Slip shall in the opinion of the Managers contain any error or omission the Managers may in their discretion issue a new Certificate of Entry or a new Endorsement Slip which shall be conclusive evidence and binding as aforesaid.

## Rule 13 Reinsurance

- A. Save insofar as expressly prohibited by the Bye-Laws and these Rules, the Managers may enter into contracts of reinsurance on behalf of the Association whereby the Association agrees to reinsure the risks arising in connection with any one or more ships insured by another Association or insurer or else agrees to reinsure the whole or any part or proportion of the insurance business of any other Association or insurer. The consideration payable to the Association and the terms and conditions on which the reinsurance is accepted by the Association shall be such as are agreed between the Managers and such other Association or insurer. Save where otherwise agreed in writing the other Association or insurer shall be in every respect subject to and bound by the provisions of these Rules and his contract with the Association shall for all purposes take effect as though he were the owner of any ship or ships in connection with which the relevant risks may arise and had as owner entered the ship or ships in the Association for insurance.
- B. The Managers shall have the right in their discretion to effect on behalf of the Association the reinsurance or ceding of any risks insured by the Association (including any risk which may fall on the Association by reason of a reinsurance referred to in paragraph [A] of this Rule) with such reinsurers and on such terms as the Managers shall consider appropriate.

## Rule 14 Membership

- A. Any Owner may apply to enter a ship, with valid Classification Certificate and all statutory certificates of the ship issued by or on behalf of the State of the ship's flag, for insurance in the Association. If the Association accepts the application from the Owner on terms that Calls are payable to the Association ("Call Entries") and enters his name in the Register of Members, then as from the date of the acceptance of such entry, such ship shall be and become an entered ship and the Owner shall be and become a Member.
- B. If the Association accepts an application from an Owner for a ship to be entered on terms that a fixed premium is payable to the Association ("Fixed Premium Entries"), the Managers may in their discretion decide either that Owner is to be or that he is not to be a Member.
- C. Whenever the Association agrees to accept the reinsurance of any risks in accordance with paragraph [A] of Rule 13, the Managers may in their discretion decide that the insurer reinsured by the Association and/or the Owner insured by such insurer is to be a Member or that neither of them is to be a Member.
- D. An Owner shall cease to be a Member if for any reason whatsoever the period of insurance shall have terminated in respect of all ships entered in the Association in his name. Whenever the period of any reinsurance shall have terminated the insurer reinsured by the Association and the Owner insured by such insurer, if previously a Member, shall cease to be one.
- E. Unless otherwise agreed between the Member and the Managers as part of the terms upon which the ship is entered in the Association in respect of any variation of the terms of these Rules, the facts that the Member has made application for the entry of his ship in the Association and that his application has been accepted by the Association shall be deemed as evidence that the Member has accepted and agreed that his ship shall be insured in the Association upon the terms and conditions as set out in these Rules. For all the purposes, the terms and conditions as set out in these Rules shall include, but not be limited to, the provisions in respect of risks covered, exclusions, deductibles, limitations, etc.
- F. The Member shall be bound to pay Calls/Fixed Premiums to the Association in accordance with Rules 16, 17, 18, 24, 25 and 26.

- G. For all the purposes of this insurance, unless otherwise expressly provided in these Rules, any reference of “Member” in paragraphs [E] and [F] of this Rule and all other Rules shall be deemed to include the Member and the Owner insured by the Association and insurer reinsured by the Association and the Owner insured by such insurer, irrespective of whether they are Members or not in accordance with the provisions of this Rule.

## Rule 15 Assignment

- A. No insurance given by the Association and no interest under these Rules or under any contract between the Association and any Member may be assigned without the written consent of the Managers who shall have the right in their discretion to give or refuse such consent without stating any reason or to give such consent upon any such terms or conditions as they may think fit. Any purported assignment made without such consent or without there being due compliance with any such terms and conditions as the Managers may impose shall, unless the Managers in their discretion otherwise decide, be void and of no effect.
  
- B. Whether or not the Managers shall expressly so stipulate as a condition for giving their consent to any assignment, the Association shall be entitled in settling any claim presented by the assignee to deduct or retain such amount as the Managers may then estimate to be sufficient to discharge any liabilities of the assignor to the Association, whether existing at the time of the assignment or having accrued or being likely to accrue thereafter.

## Rule 16 Calls and Guarantees

### Section 1

#### Calls

- A. The Members who have entered ships for insurance in the Association in respect of any policy year (not being a policy year closed in accordance with Rule 23) otherwise than on terms that a fixed premium shall be payable in respect of such ship, shall provide by way of Calls to be levied from such Members all funds which in the opinion of the Directors are required:
- i. To meet such of the general expenses of the Association as the Directors may from time to time think fit to charge against the insurance business of the Association in respect of such policy year;
  - ii. To meet the claims, expenses and outgoings (whether incurred, accrued or anticipated) of the insurance business of the Association in respect of such policy year (including, without prejudice to the generality of the foregoing, any such excess of the claims and other outgoings in respect of Fixed Premium Entry over the premiums payable to the Association in respect thereof as the Directors may charge to such policy year, and any proportion of any claims, expenses or outgoings of any insurer other than the Association which has fallen or which may be thought likely to fall upon the Association by virtue of any reinsurance or pooling agreement concluded between the Association and such other insurer);
  - iii. For such transfers to the contingency, catastrophe or other reserves of the Association (as referred to in Rule 19) and for subsequent application for the purposes of such reserves or otherwise as the Directors may think expedient;
  - iv. For such transfers as the Directors may think proper to meet any deficiency which has occurred or may be thought likely to occur in any closed policy year or years.
- B. The said Calls shall be levied by means of Estimated Total Call, Supplementary Calls or Release Calls and Overspill Calls in accordance with the provisions of paragraph [C] of Section 1 and the provisions of Sections 2, 3 and 4 of this Rule.
- C. The Managers shall be entitled to levy Release Calls in accordance with Rules 24, 25 or 26 upon a Member whenever the insurance of any or all ships entered by him in the Association is ceased, terminated or cancelled for any reason. The Member shall be bound to pay such Release Calls as the Managers may require.

## **Section 2**

### **Estimated Total Call**

- A. The Estimated Total Call shall be agreed between the Managers and the applicant Owner or the Member at the time of application for insurance or before the commencement of each policy year pursuant to the relevant information such as ship's general condition, characteristics of trade, risks covered, loss ratio and etc.
  
- B. Without prejudice to the effect of the provision of paragraph [A] [(iv)] of Section 10 of Rule 5 in respect of Hull and Machinery cover, the Member shall, at the time of the commencement of entry of a ship in the Association, be bound to pay Estimated Total Call in full as agreed pursuant to paragraph [A] of this Section, or in instalments as the Managers may agree.

## **Section 3**

### **Supplementary Call**

- A. At any time or times during or after the end of each policy year (but not after such policy year has been closed) the Directors may decide to levy from the Members of ships entered in respect of that year (other than Fixed Premium Entries) one or more Supplementary Calls. The Directors may levy such a Supplementary Call by deciding upon a percentage of the Estimated Total Call for that year.
  
- B. A Member of a ship (other than a Fixed Premium Entry) entered for any policy year shall be bound to pay by way of Supplementary Call, a sum ascertained by multiplying the percentage decided by the Directors by the Estimated Total Call paid or payable by him in respect of such policy year.
  
- C. The Directors, the Managers or their servants or agents may at any time seek to enable Members to become aware of their financial commitment for the relevant policy year by indicating an estimate of the percentage at which it is hoped that any Supplementary Call or Calls will be levied. If any such estimate shall be given to any Member it shall be without prejudice to the right of the Directors to levy Supplementary Calls and Overspill Calls for the relevant policy year in accordance with these Rules at a greater or lesser percentage than so indicated and neither the Association, the Directors, the Managers nor any of their servants or agents shall under any circumstances be under any liability in respect of any estimate so given or in respect of any error, omission or inaccuracy contained therein.

## Section 4

### Overspill claims, Overspill Calls and Guarantees

#### A. Introductory

- i. All claims (other than claims arising in respect of oil pollution) incurred by the Association or by any other party to the Pooling Agreement, by virtue of the agreement of co-insurance or reinsurance between the Association and certain parties to the Pooling Agreement, under the entry of any one ship arising from any one event including any claim in respect of liability for the removal or non-removal of any wreck shall, for the purpose of the definitions in these Rules of "Overspill Claim" and "Group Reinsurance Limit", be treated as if they were one claim.
- ii. That part (if any) of a claim (other than a claim in respect of oil pollution) incurred by the Association or by any other party to the Pooling Agreement under the terms of entry of a ship which exceeds or may exceed the Group Reinsurance Limit is referred to herein as an "Overspill Claim".
- iii. Any reference to a claim incurred by the Association or by any other party to the Pooling Agreement shall be deemed to include the costs and expenses associated therewith.

#### B. Recoverability of Overspill Claims

- i. Without prejudice to any other applicable limit, any Overspill Claim incurred by the Association shall not be recoverable from the Association in excess of the aggregate of:
  - (i) that part of the Overspill Claim which is eligible for pooling under the Pooling Agreement but which, under the terms of the Pooling Agreement, is to be borne by the Association; and
  - (ii) the maximum amount that the Association is able to recover from the other parties to the Pooling Agreement as their contributions to the Overspill Claim.
- ii. The aggregate amount referred to in paragraph [B] [i] of this Section shall be reduced to the extent that the Association can evidence:
  - (i) that costs have been properly incurred by it in collecting or seeking to collect:
    - a. Overspill Calls levied to provide funds to pay that part of the Overspill Claim referred to in paragraph [B] [i] [(i)] of this Section , or
    - b. the amount referred to in paragraph [B] [i] [(ii)] of this Section ; or
  - (ii) that it is unable to collect an amount equal to that part of the Overspill Claim referred to in paragraph [B] [i] [(i)] of this Section which it had intended to pay out of the levy of Overspill Calls because any Overspill

Calls so levied, or parts thereof, are not economically recoverable, provided that if, due to a change in circumstances, such amounts subsequently become economically recoverable, the aggregate amount referred to in paragraph [B] [i] of this Section shall be reinstated to that extent.

- iii. In evidencing the matters referred to in paragraph [B] [ii] [(ii)] above the Association shall be required to show that:
  - (i) it has levied Overspill Calls in respect of the Overspill Claim referred to in paragraph [B] [i] of this Section on all Members entered in the Association on the Overspill Claim Date in accordance with and in the maximum amounts permitted under paragraph [E] of this Section ; and
  - (ii) it has levied those Overspill Calls in a timely manner, has not released or otherwise waived a Member's obligation to pay those Calls and has taken all reasonable steps to recover those Calls.

#### C. Payments of Overspill Claims

- i. The funds required to pay any Overspill Claim incurred by the Association shall be provided:
  - (i) from such sums as the Association is able to recover from any special insurance which may, in the discretion of the Association, have been effected to protect the Association against the risk of payments of Overspill Claims, and
  - (ii) from such sums as the Association is able to recover from the other parties to the Pooling Agreement as their contributions to the Overspill Claim, and
  - (iii) from such proportion of any sums standing to the credit of the Catastrophe Reserve as the Directors in their discretion decide, and
  - (iv) by levying one or more Overspill Calls in accordance with paragraph [E] of this Section, irrespective of whether the Association has sought to recover or has recovered all or any of the sums referred to in sub-paragraph [i] above but provided the Association shall first have made a determination in accordance with sub-paragraph [iii] above, and
  - (v) from any interest accruing to the Association on any funds provided as aforesaid.
- ii. The funds required to pay such proportion of any Overspill Claim incurred by any other party to the Pooling Agreement which the Association is liable to contribute under the terms of the Pooling Agreement shall be provided in the manner specified in paragraphs C [i] [(i)] and [(iii)]-[(v)] of this Section.
- iii. To the extent that the Association intends to provide funds required to pay any Overspill Claim incurred by it in the manner specified in

sub-paragraph [i] [(iv)] above, the Association shall only be required to pay such Overspill Claim as and when such funds are received by it, provided that it can show from time to time that, in seeking to collect such funds, it has taken the steps referred to in paragraph [B] [iii] of this Section.

D. Overspill Claims- expert determinations

- i. Any issue, arising from the application to an Overspill Claim (the “relevant Overspill Claim”) of paragraphs [B] [ii] or [iii] or paragraph [C] [iii] of this Section, of whether
  - (i) costs have been properly incurred in collecting or seeking to collect funds to pay Overspill Claims, or
  - (ii) any Overspill Call or part thereof is economically recoverable, or
  - (iii) in seeking to collect the funds referred to in paragraph [C] [iii] of this Section the Association has taken the steps referred to in that paragraph, on which the Association and the Member cannot agree shall, notwithstanding Rule 29, be referred to a panel (the “Panel”) constituted in accordance with arrangements established in the Pooling Agreement which, acting as a body of experts and not as an arbitration tribunal, shall determine the issue.
- ii. If the Panel has not been constituted at a time when the Member wishes to refer an issue to it, the Association shall, on request by the Member, give a direction for the constitution of the Panel as required under the Pooling Agreement.
- iii. The Association may (and, on the direction of the Member, shall) give such direction as is required under the Pooling Agreement for the formal instruction of the Panel to investigate any issue and to give its determination as soon as reasonably practicable.
- iv. The Panel shall in its discretion decide what information, documents, evidence and submission it requires in order to determine an issue and how to obtain these, and the Association and the Member shall co-operate fully with the Panel.
- v. In determining any issue referred to it under this paragraph [D], the Panel shall endeavour to follow the same procedures as it follows in determining issues arising in respect of the relevant Overspill Claim which are referred to it under the Pooling Agreement.
- vi. In determining an issue, the members of the Panel
  - (i) shall rely on their own knowledge and expertise, and
  - (ii) may rely on any information, documents, evidence or submission provided to it by the Association or the Member as the Panel sees fit.
- vii. If the three members of the Panel cannot agree on any matter, the view of the majority shall prevail.

- viii. The Panel shall not be required to give reasons for any determination.
- ix. The Panel's determination shall be final and binding upon the Association and the Member (subject only to sub-paragraph [x] below) and there shall be no right of appeal from such determination.
- x. If the Panel makes a determination on an issue referred to in paragraphs [D] [i] [(ii)] or [D] [i] [(iii)] of this Section, the Association or the Member may refer the issue back to the Panel, notwithstanding sub-paragraph [ix] above, if it considers that the position has materially changed since the Panel made its determination.
- xi. The costs of the Panel shall be paid by the Association.
- xii. Costs, indemnities and other sums payable to the Panel by the Association in relation to any Overspill Claim, whether the reference to the Panel has been made under paragraph [D] of this Section or under the Pooling Agreement, shall be deemed to be costs properly incurred by the Association in respect of that Overspill Claim for the purposes specified in paragraph [B] [(i)] [(ii)] of this Section.

#### E. Levying of Overspill Calls

- i. If
  - (i) the Directors shall at any time determine that funds are or may in future be required to pay part of an Overspill Claim (whether incurred by the Association or by any other party to the Pooling Agreement); and
  - (ii) the Directors shall have made a declaration under Rules 23 [C] [i] or 23 [C] [iii] that a policy year shall remain open for the purpose of levying an Overspill Call or Calls in respect of that Overspill Claim, the Directors in their discretion, at any time or times after such declaration has been made, may levy one or more Overspill Calls in respect of that Overspill Claim in accordance with sub-paragraph [ii] below.
- ii. The Directors shall levy any such Overspill Call
  - (i) on all Members entered in the Association on the Overspill Claim Date in respect of ships entered by them at that time, notwithstanding the fact that, if the Overspill Claim Date shall be in a policy year in respect of which the Directors have made a declaration under Rule 23 [C] [iii], any such ship may not have been entered in the Association at the time the relevant event occurred, and
  - (ii) at such percentage of the Convention Limit of each such ship as the Directors in their discretion shall decide.
- iii. An Overspill Call shall not be levied in respect of any ship entered on the Overspill Claim Date with an overall limit of cover equal to or less than the Group Reinsurance Limit.
- iv. The Directors shall not levy on any Member in respect of the entry of any one

ship an Overspill Call or Calls in respect of any one Overspill Claim exceeding in the aggregate two and a half percent (2.5%) of the Convention Limit of that ship.

F. Security for Overspill Calls on termination or cesser

i. If

- (i) the Directors make a declaration in accordance with Rule 23 [C] [i] or Rule 23 [C] [iii] that a policy year shall remain open for the purpose of levying an Overspill Call or Calls, and
- (ii) a Member who is liable to pay any such Overspill Call or Calls as may be levied by the Directors in accordance with paragraph [E] of this Section ceases or has ceased to be insured by the Association for any reason, or the Association determines that the insurance of any such Member may cease

the Managers may require such Member to provide to the Association a guarantee or other security in respect of the Member's estimated future liability for such Overspill Call or Calls, such guarantee or other security to be provided in such form and amount (the "guarantee amount") and by such date (the "due date") and upon such terms as the Managers in their discretion may deem to be appropriate in the circumstances.

- ii. Unless and until such guarantee or other security as is required by the Managers has been provided by the Member, the Member shall not be entitled to recovery from the Association of any claims whatsoever and whensoever arising in respect of any and all ships entered in the Association by him or on his behalf for any policy year.
- iii. If such guarantee or other security is not provided by the Member to the Association by the due date, a sum equal to the guarantee amount shall be due and payable by the Member to the Association on the due date, and shall be retained by the Association as a security deposit on such terms as the Managers in their discretion may deem to be appropriate in the circumstances.
- iv. The provision of a guarantee or other security as required by the Association (including a payment in accordance with sub-paragraph [iii] above) shall in no way restrict or limit the Member's liability to pay such Overspill Call or Calls as may be levied by the Directors in accordance with paragraph [E] of this Section.

G. The provisions of Section 4 of Rule 16 and any other provisions of these Rules in respect of Overspill Claims and Overspill Calls shall not apply to the covers under Rules 4 and 5.

## Rule 17 Fixed Premiums

- A. Before an application is accepted for the entry of a ship on the terms (as set out in paragraph 7 of Rule 2) that the Owner is liable to pay a fixed premium to the Association ("Fixed Premium Entries"), the applicant Owner and the Managers shall agree the amount of the premium and the time or times at which it is payable.
  
- B. Every Owner by whom or on whose behalf an application is made for the entry of a ship as a Fixed Premium Entry shall, if his application is accepted, be bound to pay and shall pay to the Association such sums as shall have been agreed with the Managers and at such time or times as the Managers shall have specified.

## Rule 18 Payment

- A. Every Call (Estimated Total Call, Supplementary Call or Release Call or Overspill Call) shall be payable at such rate and, save as otherwise agreed in writing by the Managers, in such instalments and on such dates as the Managers may specify.
- B. As soon as reasonably practicable after any Call or call rate (Estimated Total Call, Supplementary Call or Release Call or Overspill Call) shall have been so fixed the Managers shall notify each Member concerned:
  - i. of the rate;
  - ii. of the date on which the Call concerned is payable or, if such Call is payable by instalments, of the amounts of such instalments and the respective dates on which they are payable;
  - iii. of the amount payable by such Member in respect of each ship or all ships entered by him;
  - iv. if such Call is payable by such Member in any currency other than U.S. Dollars, of such fact.
- C. The Managers may require any Member to pay all or any part of any Call payable by him in such currency or currencies as the Managers may specify.
- D. No claim of any kind whatsoever by a Member against the Association shall constitute any set-off against the Calls, fixed premiums or other sums of whatsoever nature due to the Association or shall entitle a Member to withhold or delay payment of any such sum.
- E. Without prejudice to the rights and remedies of the Association under these Rules, and in particular Rules 24, 25 and 26, if any Call or instalment or part thereof or any other sum of whatsoever nature (including, without prejudice to the generality of the foregoing, any fixed premium and any amount due pursuant to Rules 24, 25 and 26 and any part thereof) due from any Member is not paid by such Member on or before the date specified for payment thereof, such Member shall pay interest on the amount not so paid from and including the date so specified down to the date of payment at such rate as the Directors may from time to time determine, but the Directors may waive payment of such interest in whole or in part.
- F. The Association shall have a lien or other right of action against any ship

entered by the Member in respect of any sum of whatsoever nature owed by him to the Association, notwithstanding that the cover of the Member or in respect of any ship entered by him may have ceased or been terminated or cancelled.

- G. If any Call or other payment due from a Member to the Association is not paid and if the Directors decide that payment cannot be obtained, the sums required to make good any resulting shortfall or deficiency in the funds of the Association shall be deemed to be expenses of the Association for which, as the Directors may decide, Calls may be levied in accordance with Rule 16, or the reserves may be applied in accordance with Rules 19 and 23.
- H. The Member shall pay on demand to the Association or its order the amount of any call tax or other tax levied on or in connection with the insurance or reinsurance provided by the Association to the Member for which the Association determines it or the Member has or may become liable, and shall indemnify the Association and hold it harmless in respect of any loss, damage, liability, cost or expense which the Association may incur in respect of such call tax or other similar tax.
- I. If the Association brings legal proceedings of whatsoever nature to recover and / or to secure recovery of any sums due to the Association, the Member shall pay the costs incurred by the Association in and / or consequent upon, such legal proceedings.

## Rule 19 Reserves

- A. The Directors may establish and maintain such reserve funds or other accounts for such contingencies or purposes as they think fit.
- B. Without prejudice to the generality of paragraph [A] of this Rule the Directors may establish and maintain reserves or other accounts for one or more of the following specific purposes:
- i. A "Catastrophe Reserve" to provide a source of funds which may be applied towards meeting any Overspill Claim or Claims whether occurring in the same or in any other policy year;
  - ii. A "Contingency Reserve" to provide a source of funds which may be applied for any general purposes of the Association including the following:
    - (i) to stabilize the level of Supplementary Calls and to eliminate or reduce the need to levy such Calls or any part thereof in respect of any policy year, past present or future;
    - (ii) to eliminate or reduce a deficiency which has occurred or may be thought likely to occur in respect of any closed policy year;
    - (iii) to protect the Association against any actual or potential losses on exchange, or in connection with its investments, realized or unrealized.
- C. The Directors may apply the sums standing to the credit of any reserve for any of the purposes for which the reserve was maintained even though the sum be paid in respect of any different policy year or years from that from which the funds originated.
- The Directors may also apply the sums standing to the credit of any reserve for any other or different purposes whenever the Directors consider this to be in the interests of the Association or its Members. The Directors may also at any time transfer sums from one reserve to another.
- D. The funds required to establish such reserves or account may be raised in either or both of the following ways:
- i. The Directors, when deciding on the rate of any Supplementary Call for any policy year, may resolve that any specified amount or proportion of such Call shall be transferred to and applied for the purposes of any such reserve or account;
  - ii. The Directors may on the closing of any policy year or at any time or times thereafter resolve that any specified amount or proportion of the funds standing to the credit of that policy year shall be transferred to and applied for the purposes of any such reserve or account.
- E. If the Directors shall resolve as set out in paragraph [D] [i] of this Rule, then the Managers shall inform the Members entered for such policy year on or before the time that payment is demanded.

## Rule 20 Period of Insurance

- A. Subject as otherwise provided in these Rules the insurance by the Association of a ship entered in the Association otherwise than for a fixed period shall, in respect of the cover under Rule 3 or Rule 4, commence at the time and date specified in the Certificate of Entry and shall continue until noon G.M.T. of the 20th February next ensuing and thereafter, unless terminated in accordance with these Rules, from policy year to policy year; and in respect of the cover under Rule 5, commence at the time and date specified in the Certificate of Entry and shall continue until 24 hours Beijing Time of the 31st of December of the same year and thereafter, unless terminated in accordance with these Rules, from policy year to policy year.
  
- B. The insurance by the Association of each ship entered for insurance for a fixed period shall, subject as otherwise provided in these Rules, cease at the expiry of such fixed period.

## Rule 21 Variation of Contract

- A. The Managers may decide during the course of any policy year that for the next ensuing policy year the Call ratings of the ships entered in the Association shall generally be increased by a single fixed percentage based on the financial situation of the Association.

If before the 20th December in any year in respect of the cover under Rule 3 or Rule 4, or before the 1st November in any year in respect of the cover under Rule 5, the Managers shall have given notice to a Member of such a decision, then the period of insurance shall continue for the next policy year upon the terms that the Call rating of the entered ship has been varied by the percentage fixed by the Managers, and the terms of entry of the entered ship shall be deemed for all purposes to have been varied accordingly, unless:

- i. a further notice of variation is given pursuant to paragraph [C] of this Rule; or
- ii. a notice of termination is given pursuant to Rule 22; or
- iii. the period of insurance has previously terminated for some other reason.

A notice of the Managers' decision shall constitute an Endorsement Slip for the purposes of Rule 12.

- B. If at any time these Rules shall have been altered in any respect which affects the terms and conditions of the contract of insurance between the Member and the Association, then such alteration shall be binding upon the Member and for all purposes take effect as from the date and time specified in the decision made by the Association.

- C. If the Managers shall give a notice not later than, noon G.M.T. on the 20th January in any policy year in respect of the cover under Rule 3 or Rule 4, or zero hour Beijing Time on the 20th December in any policy year in respect of the cover under Rule 5, that for the next ensuing policy year they require the Call rating of an entered ship to be altered (otherwise than in accordance with paragraph [A] of this Rule) or that they require some other change to be made in the terms or conditions of entry, then the insurance for the entered ship for the next ensuing policy year shall continue upon such Call rating, terms or conditions as may be agreed between the Member and the Managers before noon G.M.T. on the 20th February immediately following such notice in respect of the cover under Rule 3 or Rule 4 or before 24 hours Beijing Time on the 31st December in respect of the cover under Rule 5 immediately following such notice and if by then no such agreement shall have been made the period of insurance shall thereupon terminate.

## Rule 22 Notice of Termination

- A. In respect of the cover under Rule 3 or Rule 4
- i. The period of insurance of any ship entered in the Association (otherwise than for a fixed period) may be terminated in the following manner:
    - (i) The Managers in their discretion and without giving any reason may give a written notice of termination to any Member not later than noon G.M.T. on the 20th January in any policy year.
    - (ii) A Member in his discretion and without giving any reason may give a written notice of termination to the Association not later than noon G.M.T. on the 20th January in any policy year.
  - ii. If a notice shall have been given pursuant to paragraph [A] [i] of this Rule the period of insurance shall terminate at noon G.M.T. on the 20th February immediately following such notice. Save with the agreement of the Managers, a ship may not be withdrawn from the Association nor may any notice of termination be given at any other time.
- B. In respect of the cover under Rule 5
- Unless otherwise provided in these Rules, a written notice may be given by either the Managers or the Member not later than zero hour Beijing Time on the 20th December in any policy year and if a notice shall have been so given, then the period of insurance shall terminate at 24 hours Beijing Time on the 31st December immediately following such notice. Except the provisions in respect of the time and date at which the notice may be given and the insurance may be terminated, any other provisions as set out in paragraph [A] above shall apply to the cover under Rule 5.
- C. The Managers without giving any reason may give a thirty-day written notice of termination to any Member. If a notice shall have been so given, then the period of insurance shall terminate 30 days after such notice is given.

## Rule 23 Closing of Policy Years

- A. The Directors shall with effect from such date after the end of each policy year as they think fit declare that such policy year shall be closed or that such policy year shall be closed save for the purpose of levying one or more Overspill Calls as provided in paragraph [C] of this Rule.
- B. After any policy year shall have been closed no further Supplementary Calls or Overspill Calls may be levied in respect of that policy year, save as provided in paragraph [C] of this Rule and under Section 4 of Rule 16.
- C.
  - i. If at any time prior to the expiry of a period of 36 (thirty-six) months from the commencement of a policy year (the "relevant policy year"), the Association or any of the parties to the Pooling Agreement sends a notice (an "Overspill Notice") in accordance with the Pooling Agreement that an event has occurred in the relevant policy year which has given or at any time may give rise to an Overspill Claim, the Directors shall as soon as practicable declare that the relevant policy year shall remain open for the purpose of levying an Overspill Call or Calls in respect of that claim and the relevant policy year shall not be closed for the purpose of making an Overspill Call or Calls in respect of that claim until such date as the Directors shall determine.
  - ii. If at the expiry of the period of 36 (thirty-six) months provided for in sub-paragraph [i] above, no Overspill Notice as therein provided for has been sent, the relevant policy year shall be closed automatically for the purpose of levying Overspill Calls only, whether or not closed for any other purposes.
  - iii. If at any time after a policy year has been closed in accordance with the provisions of sub-paragraphs [i] or [ii] above, it appears to the Directors that an event which occurred during such closed policy year may then or at any time in the future give rise to an Overspill Claim, the Directors shall as soon as practicable declare that the earliest subsequent open policy year (not being a policy year in respect of which the Directors have already made a declaration in accordance with paragraphs [C] [i] or [C] [iii] of this Rule) shall remain open for the purpose of levying an Overspill Call or Calls in respect of that claim and such open policy year shall not be closed for the purpose of making an Overspill Call or Calls in respect of that claim until such date as the Directors shall determine.

- iv. If the Directors shall make a declaration as provided for in paragraphs [C] [i] or [C] [iii] of this Rule, the Managers shall inform the Members entered for the policy year in respect of which such declaration is made.
  - v. If at any time after the levying of an Overspill Call upon the Members entered in the Association in any policy year, it shall appear to the Directors that the whole of such Overspill Call is unlikely to be required to meet the Overspill Claim in respect of which such Overspill Call was levied, the Directors may decide to dispose of any excess which in their opinion is not so required in one or both of the following ways:
    - (i) by transferring the excess or any part thereof to the Catastrophe Reserve in accordance with Rule 19; or
    - (ii) by returning the excess or any part thereof to those Members who have paid that Overspill Call in proportion to the payments made by them.
  - vi. A policy year shall not be closed for the purpose of levying Overspill Calls save in accordance with this Rule 23.
- D. Save as provided in paragraph [C] of this Rule, the Directors may declare that any policy year is closed notwithstanding that it is known or anticipated that there are in existence or may in the future arise claims, expenses or outgoings in respect of such policy year which have not yet accrued or whose validity, extent or amount have yet to be established.
- E. If upon the closing of any policy year it shall appear to the Directors that the whole of the Calls and other receipts in respect of such policy year (and of all transfers from reserves and provisions made for the credit of or in respect of such policy year) are unlikely to be required to meet the claims, expenses and outgoings arising in respect of that policy year (as referred to in paragraphs [A] [i] and [A] [ii] of Section 1 of Rule 16), then the Directors may decide to dispose of any excess which in their opinion is not so required in one or both of the following ways:
- i. By transferring the excess or any part thereof to the reserves of the Association in accordance with Rule 19.
  - ii. By returning the excess or any part thereof to the Members entered for such policy year in accordance with paragraph [H] of this Rule.
- F. If at any time or times after a policy year shall have been closed it shall appear to the Directors that the claims, expenses and outgoings arising in respect of that policy year (as referred to in paragraphs [A] [i] and [A] [ii] of Section 1 of Rule 16) exceed or are likely to exceed the totality of the Calls

and other receipts in respect of such policy year (and of all transfers from reserves and provisions made for the credit of or in respect of such policy year) then the Directors may decide to provide for such deficiency in any one or more of the following ways:

- i. By transferring funds from the reserves of the Association;
- ii. By transferring funds standing to the credit of any different closed policy year;
- iii. By charging a Supplementary Call in respect of an open policy year with the intention (as permitted by paragraph [A] [iv] of Section 1 of Rule 16) of applying a part thereof to meet any such deficiency.

If the Directors shall resolve as set out in sub-paragraph [iii] above, then the Managers shall inform the Members entered for such policy year on or before the time that payment is demanded.

- G. At any time after any policy year shall have been closed the Directors may resolve to amalgamate the accounts of any two or more closed policy years and to pool the amounts standing to the credit of the same. If the Directors shall so resolve then the two or more closed policy years concerned shall for all purposes be treated as though they constituted a single closed policy year.
- H. Any amount which the Directors may decide to return to the Members in accordance with paragraph [E] [ii] of this Rule shall be returned to the Members entered in respect of such policy year in proportion to the Calls paid by them in respect of such policy year (after taking into account any returns or rebates applicable thereto under their terms of entry or under any other provision of these Rules).

PROVIDED ALWAYS that:

- a. No return shall be made to any Member whose liability for Release Calls has been assessed in accordance with the provisions of Rules 24, 25 or 26, and
  - b. Where the insurance of a Member has been cancelled in accordance with the provisions of Rule 26 any amounts due for any reason whatsoever (whether by way of Calls or otherwise and whether in respect of the policy year for which the return has been decided or in respect of any other policy year or years) from the Member to the Association shall be deducted from the return and only the balance (if any) refunded to the Member.
- I. In deciding the matter relating to the closing of any policy year in respect of the cover under Rule 4 or Rule 5, the provisions of this Rule relating to Over-spill Call or Calls shall not apply.

## Rule 24 Termination and Its Effects

- A. Upon a Member ceasing to be insured by the Association in respect of any ship by virtue of a notice given (whether by the Member or the Managers) in accordance with Rule 21 or Rule 22 and without prejudice to the effects of cancellation of insurance pursuant to Rule 26, then:
- i. Unless and to the extent that in the case of Call Entries the Member's liability may have been otherwise agreed or assessed under paragraph [F] of Rule 25 (Release Calls upon cesser of insurance, other than Overspill Calls), such Member and his successors shall be and remain liable for all contributions, Calls and other sums payable in respect of the whole of the policy year in which such notice was given, and in respect of previous policy years, and
  - ii. Subject to the other provisions of these Rules and to the terms of entry, the Association shall remain liable in respect of such entered ship for all claims under these Rules arising by reason of any event which had occurred prior to noon G.M.T. on 20th February immediately following the giving of such notice in respect of the cover under Rule 3 or Rule 4, or prior to 24 hours Beijing Time on 31st December immediately following the giving of such notice in respect of the cover under Rule 5, but shall not otherwise be under any liability whatsoever by reason of anything occurring at or after that date and time.
- B. Upon a Member ceasing to be insured by the Association in respect of any ship pursuant to paragraph F, G or Q of Rule 8 or otherwise than in accordance with Rule 21, Rule 22, Rule 25 [A], [B], [C], or Rule 26 [A] then:
- i. Unless and to the extent that in the case of Call Entries, the Member's liability may have been agreed or assessed under paragraph [F] of Rule 25 (Release Calls upon cesser of insurance, other than Overspill Calls) such Member and his successors shall be and remain liable in relation to any Overspill Calls for the whole amount payable by him in accordance with Section 4 of Rule 16, and in relation to all other contributions, Calls/ Premiums and other sums payable:
    - (i) in respect of the policy year in which such cessation occurs, on a pro rata basis, namely, in respect of the cover under Rule 3 or Rule 4, for the proportion of such sums applicable to the period beginning at the commencement of that policy year (or, in the case of a ship entered during that policy year, the date of entry) and ending at noon G.M.T. on the date of such cessation, or in respect of the cover under Rule 5,

for the proportion of such sums applicable to the period beginning at the commencement of that policy year (or, in the case of a ship entered during that policy year, the date of entry) and ending at 24 hours Beijing Time on the date of such cessation, and

- (ii) in respect of previous policy years, for the whole of those policy years.
- ii. Subject to the other provisions of these Rules and to the terms of entry, the Association shall remain liable in respect of such entered ship for all claims under these Rules arising by reason of any event which had occurred prior to noon G.M.T. on the day of such cessation in respect of the cover under Rule 3 or Rule 4, or prior to 24 hours Beijing Time on the day of such cessation in respect of the cover under Rule 5, but shall not otherwise be under any liability whatsoever by reason of anything occurring at or after that date and time.

PROVIDED ALWAYS that nothing in paragraph [B] of this Rule shall be taken to confer validity on any notice purporting to terminate the entry of any ship given otherwise than in accordance with Rule 21, Rule 22 or Rule 26 [A].

## Rule 25 Cesser of Insurance

- 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:
- i. Where the Member is an individual,
    - (i) upon his death,
    - (ii) if a receiving order is made against him,
    - (iii) if he becomes bankrupt,
    - (iv) if he makes any composition or arrangement with his creditors generally,
    - (v) if he becomes incapable by reason of mental disorder of managing or administering his property and affairs;
  - ii. Where the Member is a corporation,
    - (i) upon the passing of any resolution for its voluntary winding up (other than voluntary winding up for the purposes of company or group reorganization),
    - (ii) upon an order being made for its compulsory winding up,
    - (iii) upon its dissolution,
    - (iv) upon a receiver or manager being appointed of all or part of its business or undertaking,
    - (v) upon its commencing proceedings under any bankruptcy or insolvency laws to seek protection from its creditors or to reorganize its affairs,
    - (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 violating or becoming subject to any sanction, prohibition or adverse action in any form whatsoever by any State or International Organization,
    - (vii) Notwithstanding and without prejudice to (vi) above, unless the Managers in their discretion otherwise determine, if any ship (whether or not entered in the Association) is employed by the Member in a carriage, trade or on a voyage which will thereby in any way howsoever expose the Association to the risk of being or becoming subject to any sanction, prohibition or adverse action in any form whatsoever by any State or International Organisation. In the event of any dispute as to whether the ship has been so employed, the Managers' decision shall be final.

- B. Unless otherwise agreed in writing by the Managers, a Member shall forthwith cease to be insured by the Association in respect of any ship entered by him or on his behalf upon the happening of any of the following events in relation to such ship:
- i. upon the Member parting with or assigning the whole or any part of his interest in the ship whether by bill of sale or other formal document or agreement or in any other way whatsoever;
  - ii. upon the mortgaging or hypothecation of the ship or of any part of the Member's interest in that ship;
  - iii. without prejudice to the effects of the provision of Section 7 of Rule 5, upon the ship ceasing to be or not being classed with a Classification Society approved by the Managers or upon the decision made by the Managers by virtue of the failure of the Member to fulfil his obligations in respect of the ship under paragraphs [E] or [F] of Rule 8;
  - iv. upon undisputed possession being taken of the ship by or on behalf of a secured party;
  - v. upon the managers of the ship being changed by the appointment of new managers;
  - vi. without prejudice to the effects of the provision of Section 7 of Rule 5 upon the requisition for title or use of the entered ship by a State or Government Authority.
- C. Unless otherwise agreed in writing by the Managers, a Member shall forthwith cease to be insured by the Association in respect of any ship entered by him or on his behalf upon the happening of whichever shall be the earliest of the following events:
- i. upon the ship being missing for 10 (ten) days from the date when she was last heard of;
  - ii. upon the ship being posted at Lloyd's as missing;
  - iii. upon the ship becoming an actual total loss;
  - iv. upon acceptance by hull underwriters (whether of marine or war risks) that the ship is a constructive total loss;
  - v. upon agreement by hull underwriters (whether of marine or war risks) to pay to the Member of the ship an unrepaired damage claim which exceeds the market value of the ship without commitment immediately prior to the casualty which gave rise to such claim;
  - vi. upon a compromise or settlement with hull underwriters (whether of marine or war risks) on the basis of which the ship is considered or deemed to be an actual or constructive total loss;
  - vii. upon a decision by the Managers that the ship is to be considered or deemed to be an actual or constructive total loss or otherwise commercially lost.

PROVIDED ALWAYS that

- a. Notwithstanding the cesser of the insurance under paragraph [C] of this Rule the Association shall, subject always to these Rules and to the terms and conditions of the entry of the ship in the Association, remain liable as regards liabilities flowing directly from the casualty which has given rise to the actual or constructive total loss of the ship.
  - b. If the Managers agree that the insurance of the ship shall continue after the happening of any of the events listed in paragraphs [B] and [C] of this Rule they may in their discretion impose such terms and conditions as they think fit for the continuation of the insurance.
  - c. Notwithstanding the cesser of the insurance under paragraphs [B] and [C] of this Rule, the provisions of Rule 5 shall apply in respect of the cover under Rule 5.
- D. On the occurrence of any of the events specified in paragraphs [A] to [C] inclusive of this Rule in respect of an entered ship, the Member shall, unless otherwise expressly required in any other provisions of these Rules, give notice in writing of such event to the Managers within one month after the date thereof.
- E. Upon a Member ceasing to be insured by virtue of paragraph [A] of this Rule, and upon a Member ceasing to be insured in respect of any ship by virtue of paragraphs [B] or [C] of this Rule, and without prejudice to the effects of cancellation of insurance pursuant to Rule 26 [A] then:
- i. Unless and to the extent that in the case of Call Entries, the Member's liability may have been agreed or assessed under paragraph [F] of this Rule (Release Calls upon cesser of insurance, other than Overspill Calls), such Member and his successors shall be and remain liable in relation to any Overspill Calls for the whole amount payable by him in accordance with Section 4 of Rule 16, and in relation to all other contributions, Calls/Premiums and other sums payable:
    - (i) in respect of the policy year in which such cessation occurs, on a pro rata basis, namely, in respect of the cover under Rule 3 or Rule 4, for the proportion of such sums applicable to the period beginning at the commencement of that policy year (or, in the case of a ship entered during that policy year, the date of entry) and ending at noon G.M.T. on the date of such cessation, or in respect of the cover under Rule 5, for the proportion of such sums applicable to the period beginning at the commencement of that policy year (or, in the case of a ship entered during that policy year, the date of entry) and ending at 24 hours Beijing Time on the date of such cessation; provided that, if the Member fails to give notice of the event in

accordance with paragraph [D] of this Rule, such period shall end at noon G.M.T. or at 24 hours Beijing Time ( as the cover may be) on such later date as the Managers in their discretion shall decide, and

(ii) in respect of previous policy years, for the whole of those policy years.

- ii. Subject to the other provisions of these Rules and to the terms of entry, the Association shall remain liable in respect of any ship entered by such Member or in respect of such entered ship (as the case may be) for all claims under these Rules arising by reason of any event which had occurred prior to the date of such cessation, but shall not otherwise be under any liability whatsoever by reason of anything occurring after that date.

F. Release Calls upon cesser of insurance

Upon an entered ship or a fleet ceasing to be insured by the Association for any reason, whether or not the circumstances giving rise to such cesser of insurance shall be any of those specified in Rule 21 or Rule 22 or in paragraphs [A], [B] or [C] of this Rule, the Managers may:

- i. Whether or not negotiations may have taken place with the view to the application of paragraph [ii] below, in addition to any assessments made by them before in relation to Release Calls, further assess as at the date of the cesser of insurance the amount of Release Calls which seems to the Managers in their discretion to represent the likely liability of the Member in respect of such ship or such fleet and levy the said Release Calls on the Member, other than Overspill Calls.
- ii. Release the Member from liability to pay Release Calls referred to above, other than Overspill Calls, in respect of such ship or such fleet, wholly or partly or upon such terms and conditions as the Managers in their discretion may deem to be appropriate in the circumstances.
- iii. If the Managers shall exercise their powers under paragraph [F][i] or paragraph [F] [ii] above, then:
  - (i) The amount of Release Calls of any assessment under paragraph [F][i] hereof shall be payable by the Member without deduction on demand.

However, the Managers may, in their discretion, accept a guarantee, in the amount with the terms and conditions from a bank approved by the Managers, to be provided within such period as specified by them to secure payment of such Release Calls. The provision of such guarantee shall not release the Member from any liability in respect of Overspill Calls.

- (ii) The Member shall be under no liability for any Supplementary Calls which the Directors may decide to levy after the date of an assessment made under paragraph [F] [i] hereof or after the date of a release given under paragraph [F] [ii] hereof, as the case may be, and the Member shall have no right to share in any returns which the Directors may thereafter decide to declare or make in accordance with Rule 23.
  
- G. In relation to Rule 25 A ii (vii) when the risk of any such sanction, prohibition or adverse action ceases, insurance by the Association in respect of any and all ship(s) entered by the Member, may in the Managers' discretion be reinstated.

## Rule 26 Cancellation of Insurance

- A. Where a Member has failed to pay, either in whole or in part, any amount due from him to the Association, the Managers may give him notice in writing requiring him to pay such amount by any date specified in such notice, not being less than 7 days from the date on which such notice is given. If the Member fails to make such a payment in full on or before the date so specified, the insurance of the Member (whether the insurance is current on such date or has ceased by virtue of paragraphs [A], [B] or [C] of Rule 25 or in accordance with any other provisions of these Rules) in respect of any and all ships referred to in such notice and entered in the Association by him or on his behalf shall be cancelled forthwith without further notice or other formality.
- B. When the insurance of a Member is cancelled in accordance with paragraph [A] of this Rule (which time is hereinafter in this Rule 26 referred to as “the date of cancellation”) then:
- i. Unless and to the extent that in the case of Call Entries, the Member’s liability may have been otherwise assessed under paragraph [D] of this Rule (Release Calls upon cancellation, other than Overspill Calls), such Member and his successors shall be and remain liable in relation to any Overspill Calls for the whole amount payable by him in accordance with Section 4 of Rule 16, and in relation to all other contributions, Calls/Premiums and other sums payable:
    - (i) in respect of the policy year in which the date of cancellation falls, on a pro rata basis, namely for the proportion of such sums applicable to the period beginning at the commencement of that policy year (or, in the case of a ship entered during that policy year, the date of entry) and ending on the date of cancellation or such earlier date as the Managers in their discretion decide and agree in writing, and
    - (ii) in respect of previous policy years, for the whole of those policy years.
  - ii. The Association shall with effect from the date of cancellation cease to be liable for any claims of whatsoever kind under these Rules in respect of any and all ships in relation to which the insurance of the Member has been cancelled,
    - (i) irrespective of whether such claims have occurred or arisen or may arise by reason of any event which has occurred at any time prior to the date of cancellation, including during previous years;
    - (ii) irrespective of whether such claims arise by reason of any event occurring after the date of cancellation;

- (iii) irrespective of whether the Association may have admitted liability for or appointed lawyers, surveyors or any other person to deal with such claims;
- (iv) irrespective of whether the Association at the date of or prior to the date of cancellation knew that such claims might or would arise, and as from the date of cancellation any liability of the Association for such claims shall terminate retrospectively and the Association shall be under no liability to such Member for any such claims or on any account whatsoever;

PROVIDED ALWAYS that

The Managers may in their discretion and upon such terms as they think fit, including but not restricted to terms as to payment of contributions, Calls/Premiums or other sums, admit either in whole or in part any claim in respect of any ship entered by a Member for which the Association is under no liability by virtue of paragraph [A] or [B] of this Rule, whether such claim has arisen before or arises after the date of cessation or the date of cancellation as the case may be, or remit wholly or partly any payment of contribution, Calls/Premiums or other sums due to the Association.

- C. Sums due to the Association for the purpose of application of the Rules on cancellation
  - i. For the purpose of determining whether any (and, if so, what) sum is due for the purposes of paragraph [A] of this Rule or otherwise under these Rules no account shall be taken of any amount due or alleged to be due by the Association to the Member on any ground whatever, and no set-off of any kind (including set-off which might otherwise have arisen by reason of the bankruptcy or winding up of the Member) shall be allowed against such sum (whether or not any set-off against contributions has been allowed at any time in the past), except to the extent (if any) to which any sum demanded by the Managers as due, and required to be paid in a notice served under the said paragraph, may (in the Managers' discretion) in itself have already allowed for a set-off or credit in favour of the Member.
  - ii. Without prejudice to the generality of Rule 27 no act, omission, course of dealing, forbearance, delay or indulgence of any kind by or on behalf of the Association nor the granting of time, nor the acceptance by the Association (whether express or implied) of liability for, or the recognition of, any claim, and whether occurring before or after any date of cessation or date of cancellation as hereinbefore referred to shall derogate from

the effect of Rules 24, 25 and 26 or be treated as any waiver of any of the Association's rights thereunder.

D. Release Calls upon cancellation

- i. Upon the cancellation of a Member's insurance in accordance with paragraph [A] of this Rule, notwithstanding that, if there has been a cesser of insurance prior to such cancellation, the Managers at the time of such prior cesser may not have exercised or may have agreed not to exercise the powers described in paragraphs [F] [i] and [ii] of Rule 25, the Managers may, in addition to any assessments made by them before in relation to Release Calls, further assess as at the date of the cancellation of insurance the amount of Release Calls which seems to the Managers in their discretion to represent the likely liability of the Member for the Association and levy the said Release Calls on the Member, other than Overspill Calls.
- ii. If the Managers shall exercise their powers under sub-paragraph [i] above, then:
  - (i) The amount of any such assessment made under paragraph [i] hereof shall be payable by the Member without deduction on demand. However, the Managers may, in their discretion, accept a guarantee, in the amount with the terms and condition from a bank approved by the Managers, to be provided within such period as specified by them to secure payment of such Release Calls. The provision of such guarantee shall not release the Member from any liability in respect of Overspill Calls.
  - (ii) The Member shall be under no liability for any Supplementary Calls which the Directors may decide to levy after the date of such assessment of Release Calls made under paragraph [D] [i], and the Member shall have no right to share in any return which the Directors may thereafter decide to declare or make in accordance with Rule 23.

## **Rule 27 Forbearance and Reimbursement**

- A. No act, omission, course of dealing, forbearance, delay or indulgence by the Association in enforcing any of these Rules or any of the terms or conditions of its contracts with Members nor any granting of time by the Association shall prejudice or affect the rights and remedies of the Association under these Rules or under such contracts, and no such matter shall be treated as any evidence of waiver of the Association's rights thereunder, nor shall any waiver of a breach by a Member of such Rules or contracts operate as a waiver of any subsequent breach thereof. The Association shall at all times and without notice be entitled to insist on the strict application of these Rules and on the strict enforcement of its contracts with Members.
  
- B. Force Majeure  
The Association shall not be liable for any delay or default in performing its obligations under these Rules if such delay or default is caused by conditions beyond its control including, but not limited to, Acts of God, restrictions or prohibitions of any kind made or imposed by any Government, wars, insurrections and any other cause beyond the Association's reasonable control.
  
- C. The Member shall reimburse to the Association on demand the amount of any payment made to any third party by the Association on behalf of or as guarantor for such Member to the extent that such payment is in respect of any amount which in the opinion of the Managers is not recoverable from the Association.

## Rule 28 Investment

- A. The funds of the Association may, under the general supervision of the Directors, be invested by the Managers within the scope and with the sums as the Directors may approve.
- B. Unless the Directors otherwise decide, all the funds standing to the credit of any policy year or of any reserve or account shall be pooled and invested reasonably as one fund.
- C. When funds are pooled as provided in paragraph [B] above, the investment income arising on the pooled funds (taking into account any capital gains or losses) shall be apportioned among and between the relevant policy years, reserves and accounts in accordance with the Directors' decision.
- D. Without prejudice to paragraph [C] above, the Directors may direct that after the closing of any policy year that year shall not be credited with any share of the apportionments made under that paragraph and that its share shall instead be credited to any reserve or account maintained by the Association.

## Rule 29 Disputes

- A. The Member hereby submits to the jurisdiction of Chinese Maritime Courts in respect of any action brought by the Association to recover sums which the Association may consider to be due to it from the Member. Without prejudice to the foregoing the Association shall be entitled to commence and maintain in any jurisdiction any action to recover sums which the Association may consider to be due to it from the Member.
- B. Save as provided in paragraph [D] of Section 4 of Rule 16, if any other difference or dispute shall arise between a Member and the Association out of or in connection with these Rules or any contract between them, such difference or dispute shall in the first instance be referred to and adjudicated upon by the Directors, unless the Directors elect to waive such adjudication, whereupon the Member concerned shall be entitled to refer the difference or dispute to arbitration in accordance with the provisions of paragraph [C] of this Rule. Such reference and adjudication shall be on written submissions only.
- C. If the Member concerned in such difference or dispute does not accept the decision of the Directors it shall be submitted to China Maritime Arbitration Commission (CMAC) Shanghai Headquarters for arbitration in accordance with CMAC Arbitration Rules for the time being in force at the time of applying for arbitration. The arbitral award shall be final and binding on the Association and the Member.

## 附录 1

### 协会《担保标准格式》

致：\_\_\_\_\_

船名：\_\_\_\_\_

航次 / 港口：\_\_\_\_\_

抵港 / 事故日期：\_\_\_\_\_

事故 / 货物：\_\_\_\_\_

提单号：\_\_\_\_\_

索赔性质：\_\_\_\_\_

鉴于贵司释放上述船舶，并保证不再因上述索赔扣押或滞留上述船舶或其船东所拥有或经营的任何其他船舶，同时鉴于贵司不再向除下述法院或仲裁庭外的其他法院或仲裁庭提起对上述船舶的船东或船东雇佣人员或代理人员的任何法律诉讼或仲裁，我协会应\_\_\_\_\_的请求，兹同意向贵司出具协会信誉担保，保证承担依据贵司及船东双方达成的和解协议或依据仲裁庭作出的最终仲裁裁决或依据具有管辖权的法院作出的终审不可上诉且可执行的判决而应由船东承担的对上述案件的赔偿责任，但本协会承担的最高赔偿责任，包括任何利息及费用，将不高于\_\_\_\_\_。

本担保函的提供并不意味着船东对其责任或案件涉及金额或任何有关事项的承认，并将不损害船东所应享有的一切权利和抗辩，包括但不限于船东依据国际公约或地方法律应享有的责任限制、诉讼时效、向任何有关方的追偿权利，及任何程序上和实体上的抗辩权利。

本担保函自签发之日起生效，有效期至上述索赔案件解决时为止或自动失去法律效力时为止。本担保函失效后，请立即将正本退回我协会注销。

本担保函包括其争议处理条款适用中华人民共和国法律，由本担保函引起的任何纠纷受中华人民共和国法院管辖。

中国船东互保协会

\_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日

上海

## Appendix 1

### Standard Form of the Association's Security

To: \_\_\_\_\_

Date: \_\_\_\_\_

Dear Sirs,

Vessel: \_\_\_\_\_

Voyage/Port: \_\_\_\_\_

Date: \_\_\_\_\_

Incident/Cargo: \_\_\_\_\_

Bills of Lading No.: \_\_\_\_\_

Nature of Claim: \_\_\_\_\_

In consideration of and upon condition that you release and / or refrain from arresting or otherwise detaining the above vessel or any other vessel or property in the same or associated Ownership or Management to secure the above claim and that you refrain from commencing and / or prosecuting legal or arbitration proceeding (otherwise than before the court or tribunal referred to below) against the Owners of the above vessel their servants or agents, **WE, CHINA SHIPOWNERS MUTUAL ASSURANCE ASSOCIATION**, at the request of \_\_\_\_\_ hereby undertake to pay you any sum inclusive of interest and costs not exceeding (**IN WORDS:** \_\_\_\_\_) which may either be agreed between the parties to be due to you in respect of the above claim or which may be adjudged to be due to you in respect of the above claim from the owners of the above vessel by a final unappealable arbitration award or by a final unappealable and enforceable judgement issued by a competent court.

This Letter of Security is hereby given without any prejudice whatsoever to the question of liability or to the amount involved or to any other matter in issue, including all rights and defenses which may be available to owners and/or any rights of limitation of liability according to international conventions or local laws.

Yours faithfully,

The Managers for  
China Shipowners Mutual Assurance Association

## 附录 2

### 会员《担保标准格式》

致：中国船东互保协会

日期：\_\_\_\_\_

船名：\_\_\_\_\_

港口：\_\_\_\_\_

抵港 / 事故日期：\_\_\_\_\_

事故：\_\_\_\_\_

提单号：\_\_\_\_\_

索赔性质：\_\_\_\_\_

本公司兹在此请求贵协会，无论是由贵协会或通过贵协会的代理人或其他人，为上述索赔案提供金额为\_\_\_\_\_的担保，以防止 S.S/M.V “\_\_\_\_\_” 轮被扣押或滞留或使已被扣押的该轮获释。

鉴于贵协会提供了上述担保（以下简称“担保”），我公司兹同意以下条款：

一、在贵协会或贵协会代理人或其他人因提供了上述担保将产生责任时，我公司将马上全额支付该责任下的赔款以解除贵协会或其代理人或其他人的担保责任。同时我公司将采取一切必要措施以保证在贵协会或其代理人或其他人的担保责任一旦产生时由我公司来承担及履行全部该责任，并且保证无需由贵协会或其代理人或其他人实际支付任何赔款以解除担保责任，除了从由我公司提供的赔付基金中支付的以外（以下简称“赔付基金”）。

二、我公司将对贵协会或其代理人或其他人因出具上述担保可能产生的任何损失进行补偿；并且一旦贵协会因出具上述担保而被要求付款，我公司将在贵协会提出要求的任何时刻向贵协会补偿其所付出的赔款。

三、我公司将根据贵协会的要求向贵协会支付与出具上述担保有关的各种费用及贵协会保险条款中规定的手续费。

四、在不妨碍上述有关规定的前提下，如果我公司违反了前述条款一的规定未能提供“赔付基金”而使贵协会产生了，或尽管贵协会无此义务但仍选择产生 / 发生

了这种责任、损失、损害、各种费用或手续费，则：

（一）贵协会将有权要求我公司立即支付赔款以解除上述责任，补偿及支付各种费用或手续费。

（二）一旦我公司违反前款规定未能马上向贵协会支付赔款，我公司将另行支付给贵协会该赔款支付前这段时间的利息，利率为高于中国银行3个月美元定期存款利率两个百分点，该利率以中国银行每月第一天公布的利率为准。

五、本协议适用中国法律，在不妨碍贵协会在其他地方提起法律诉讼或仲裁的权利的情况下（此时本反担保的适用法律将是所选择的法院地法）\_\_\_\_\_海事法院将有管辖权审理与本协议有关的一切法律诉讼。

我公司还同意，尽管贵协会出具了上述担保，协会对题述索赔案没有继续出具担保的任何义务，而且贵协会有完全的自由裁量权可以决定在任何时候撤销上述担保。

\_\_\_\_\_  
签字并注明签字人的职务

公司盖章

## Appendix 2

### Standard Form of Member's Counter Security

To: China Shipowners Mutual Assurance Association      Date: \_\_\_\_\_

Dear Sirs,

Vessel: \_\_\_\_\_

Voyage (or Port, etc.): \_\_\_\_\_

Date: \_\_\_\_\_

Casualty / cargo: \_\_\_\_\_

Bills of Lading(if known): \_\_\_\_\_

Nature of Claim : \_\_\_\_\_

We hereby request you (either personally or through your agents) to provide bail or other security for the above claim in the sum of \_\_\_\_\_ which bail or security is now being requested and/or is now required in order to avoid the arrest or detention of S.S./M.V. \_\_\_\_\_ or in order to secure her release from arrest.

In consideration of your providing such bail or security (hereinafter called "the bail or security") we hereby agree as follows:

- 1.To pay immediately upon any liability being incurred by you or your agents under or in connection with the bail or security a sufficient sum to discharge such liability in full and generally to take all such measures as may be necessary to ensure that such liability is discharged in full without delay as soon as it may be incurred and that \_\_\_\_\_ neither you nor your agents shall be required to make any payment whatsoever to discharge such liability save out of the funds (hereinafter called the "funds") which we shall have provided.
- 2.To indemnify you and hold you harmless in respect of any loss or damage whatsoever which may result from your giving the bail or security and to reimburse to you at any time upon demand any sum or sums of money which you may be called upon to pay under or in connection with the bail or security.
- 3.To pay on demand all your costs, expenses, charges and commission (as specified in your Rules) in connection with the provision of the bail or security.
- 4.Without prejudice to the foregoing in the event that, in breach of our obligation under Clause 1 above, we fail to provide the funds and you are obliged nevertheless

to incur or, notwithstanding that you have no such obligation, you elect to incur any such liability, loss, damage, costs, expenses, charges or commission, then:

(1) you shall be entitled to demand from us immediate payment of the amount of any such liability, loss, damage, costs, expenses, charges or commission;

(2) in the event that, in breach of our obligations hereunder, such payment is not immediately made, we will pay to you interest thereon or on any part thereof for the time being outstanding at the rate of 2 per cent per annum above the offered rate U.S. Dollar of Bank of China for 3 month deposits (the rate being determined monthly on the first day of the appropriate month) until such payment is made.

5. That this agreement shall be governed by Chinese law and that, without prejudice to your right to institute legal or arbitration proceedings in any other jurisdiction, in which case the governing law of this counter security shall be the law of the chosen forum, the \_\_\_\_\_ Maritime Court shall have jurisdiction to hear and determine any action in connection herewith.

We further agree that, by providing any of the bail or security, the Association shall incur no obligation whatsoever to provide any further bail or security in connection with the above claim and that the Association may at any time in its absolute discretion cause the above bail or security to be cancelled or released.

Yours faithfully,

\_\_\_\_\_  
Signature with indication of position of person signing the Security  
Company stamp

## Appendix 3

### Standard Form Letter of Indemnity to be Given in Return for Delivering Cargo without Production of the Original Bill of Lading

To: [insert name of owners] [insert date]  
The owners of the [insert name of ship]  
[insert address]

Dear Sirs,

Ship: [insert name of ship]  
Voyage: [insert load and discharge ports as stated in the bill of lading]  
Cargo: [insert description of cargo]  
Bill of lading: [insert identification number, date and place of issue]

The above cargo was shipped on the above ship by [insert name of shipper] and consigned to [insert name of consignee or party to whose order the bill of lading is made out, as appropriate] for delivery at the port of [insert name of discharge port stated in the bill of lading] but the bill of lading has not arrived and we, [insert name of party requesting delivery], hereby request you to deliver the said cargo to X [name of the specific party] or to such party as you believe to be or to represent X or to be acting on behalf of X at [insert place where delivery is to be made] without production of the original bill of lading.

In consideration of your complying with our above request, we hereby agree as follows:

- 1.To indemnify you, your servants and agents and to hold all of you harmless in respect of any liability, loss, damage or expenses of whatsoever nature which you may sustain by reason of delivering the cargo in accordance with our request.
- 2.In the event of any proceedings being commenced against you or any of your servants or agents in connection with the delivery of the cargo as aforesaid to provide you or them on demand with sufficient funds to defend the same.
- 3.If, in connection with the delivery of the cargo as aforesaid, the ship or any other ship or property in the same or associated ownership, management or control, should be arrested or detained or should the arrest or detention thereof be threatened, or should there be any interference in the use or trading of the vessel (whether by virtue of a caveat being entered on the ship's registry or otherwise howsoever), to provide on demand such bail or other security as may be required to prevent such arrest or detention or to secure the release of such ship or property or to remove such interference and to indemnify you in respect of any liability, loss, damage or

expense caused by such arrest or detention or threatened arrest or detention of such interference, whether or not such arrest or detention or threatened arrest or detention or such interference may be justified.

4.If the place at which we have asked you to make delivery is a bulk liquid or gas terminal or facility, or another ship, lighter or barge, then delivery to such terminal, facility, ship, lighter or barge shall be deemed to be delivery to the party to whom we have requested you to make such delivery.

5.As soon as all original bills of lading for the above cargo shall have come into our possession, to deliver the same to you, or otherwise to cause all original bills of lading to be delivered to you, whereupon our liability hereunder shall cease.

6.The liability of each and every person under this indemnity shall be joint and several and shall not be conditional upon your proceeding first against any person, whether or not such person is party to or liable under this indemnity.

7.This indemnity shall be governed by and construed in accordance with English law and each and every person liable under this indemnity shall at your request submit to the jurisdiction of the High Court of Justice of England.

Yours faithfully,  
For and on behalf of  
[insert name of requestor]  
The Requestor

\_\_\_\_\_  
Signature

## Appendix 4

### Standard Form Letter of Indemnity to be Given in Return for Delivering Cargo at a Port other than that Stated in the Bill of Lading

To: [insert name of owners] [insert date]  
The owners of the [insert name of ship]  
[insert address]

Dear Sirs,

Ship: [insert name of ship]  
Voyage: [insert load and discharge ports as stated in the bill of lading]  
Cargo: [insert description of cargo]  
Bill of lading: [insert identification number, date and place of issue]

The above cargo was shipped on the above ship by [insert name of shipper] and consigned to [insert name of consignee or party to whose order the bill of lading is made out, as appropriate] for delivery at the port of [insert name of discharge port stated in the bill of lading] but we, [insert name of party requesting substituted delivery], hereby request you to order the vessel to proceed to and deliver the said cargo to at the port of [insert name of substituted port or place of delivery] against production of at least one original Bill of Lading.

In consideration of your complying with our above request, we hereby agree as follows:

1. To indemnify you, your servants and agents and to hold all of you harmless in respect of any liability, loss, damage or expenses of whatsoever nature which you may sustain by reason of the vessel proceeding and giving delivery of the cargo against production of at least one original bill of lading in accordance with our request.
2. In the event of any proceedings being commenced against you or any of your servants or agents in connection with the ship proceeding and giving delivery of the cargo as aforesaid to provide you or them on demand with sufficient funds to defend the same.
3. If, in connection with the delivery of the cargo as aforesaid, the ship or any other ship or property in the same or associated ownership, management or control, should be arrested or detained or should the arrest or detention thereof be threatened, or should there be any interference in the use or trading of the vessel (whether by virtue of a caveat being entered on the ship's registry or otherwise howsoever), to provide on demand such bill or other security as may be required to prevent such

arrest or detention or to secure the release of such ship or property or to remove such interference and to indemnify you in respect of any liability, loss, damage or expense caused by such arrest or detention or threatened arrest or detention of such interference, whether or not such arrest or detention or threatened arrest or detention or such interference may be justified.

4.The liability of each and every person under this indemnity shall be joint and several and shall not be conditional upon your proceeding first against any person, whether or not such person is party to or liable under this indemnity.

5.This indemnity shall be governed by and construed in accordance with English law and each and every person liable under this indemnity shall at your request submit to the jurisdiction of the High Court of Justice of England.

Yours faithfully,  
For and on behalf of  
[insert name of requestor]  
The Requestor

\_\_\_\_\_  
Signature

## Appendix 5

### Standard Form Letter of Indemnity to be Given in Return for Delivering Cargo at a Port other than that Stated in the Bill of Lading and without Production of the Original Bill of Lading

To: [insert name of owners] [insert date]  
The owners of the [insert name of ship]  
[insert address]

Dear Sirs,

Ship: [insert name of ship]  
Voyage: [insert load and discharge ports as stated in the bill of lading]  
Cargo: [insert description of cargo]  
Bill of lading: [insert identification number, date and place of issue]

The above cargo was shipped on the above ship by [insert name of shipper] and consigned to [insert name of consignee or party to whose order the bill of lading are made out, as appropriate] for delivery at the port of [insert name of discharge port stated in the Bill of Lading] but we, [insert name of party requesting substituted delivery], hereby request you to order the vessel to proceed to and deliver the said cargo [insert name of substitute port or place of delivery] to [insert name of party to whom delivery is to be made: **X [name of the specific party or to such party as you believe to be or to represent X or to be acting on behalf of X]**] without production of at least one original Bill of Lading.

In consideration of your complying with our above request, we hereby agree as follows:

- 1.To indemnify you, your servants and agents and to hold all of you harmless in respect of any liability, loss, damage or expenses of whatsoever nature which you may sustain by reason of the ship proceeding and giving delivery of the cargo in accordance with our request.
- 2.In the event of any proceedings being commenced against you or any of your servants or agents in connection with the ship proceeding and giving delivery of the cargo as aforesaid to provide you or them on demand with sufficient funds, to defend the same.
- 3.If, in connection with the delivery of the cargo as aforesaid, the ship, or any other ship or property in the same or associated ownership, management or control, should be arrested or detained or should the arrest or detention thereof be threatened, or should there be any interference in the use or trading of the vessel (whether by

virtue of a caveat being entered on the ship's registry or otherwise howsoever) , to provide on demand such bail or other security as maybe required to prevent such arrest or detention or to secure the release of such ship or property or to remove such interference and to indemnify you in respect of any liability loss, damage or expense caused by such arrest or detention or threatened arrest or detention or such interference, whether or not such arrest or detention or threatened arrest or detention or such interference may be justified.

- 4.If the place at which we have asked you to make delivery is a bulk liquid or gas terminal or facility, or another ship, lighter or barge, then delivery to such terminal, facility, ship, lighter or barge shall be deemed to be delivery to the party to whom we have requested you to make such delivery.
- 5.As soon as all bills of lading for the above cargo shall have come into our possession, to deliver the same to you or otherwise to cause all original bills of lading to be delivered to you.
- 6.The liability of each and every person under this indemnity shall be joint and several and shall not be conditional upon your proceeding first against any person, whether or not such person is party to or liable under this indemnity.
- 7.The indemnity shall be governed by and construed in accordance with English law and each and every person liable under this indemnity shall at your request submit to the jurisdiction of the High Court of Justice of England.

Yours faithfully,  
For and on behalf of  
[insert name of requestor]  
The Requestor

\_\_\_\_\_  
Signature

## Appendix 6

### **Standard Form of Bank's Agreement of Joining in the Letter of Indemnity-incorporated, where necessary, in the Standard Forms of Letter of Indemnity referred to in Appendixes 1, 2 or 3**

We, [insert name of the bank], hereby agree to join in this Indemnity providing always that the bank's liability:

1. Shall be restricted to payment of specified sums of money demanded in relation to the Indemnity (and shall not extend to the provision of bail or other security).
2. Shall be to make payment to you forthwith on your written demand in the form of a signed letter certifying that the amount demanded is a sum due to be paid to you under the terms of the Indemnity and has not been paid to you by the Requestor or is a sum which represents monetary compensation due to you in respect of the failure by the Requestor to fulfil its obligations to you under the Indemnity. For the avoidance of doubt the bank hereby confirms that:

(a) such compensation shall include, but not be limited to, payment of any amount up to the amount stated in proviso 3 below in order to enable you to arrange the provision of security to release the ship (or any other ship in the same or associated ownership, management or control) from arrest or to prevent any such arrest or to prevent any interference in the use or trading of the ship, or other ship as aforesaid, and

(b) in the event that the amount of compensation so paid is less than the amount stated in proviso 3 below, the liability of the bank hereunder shall continue but shall be reduced by the amount of compensation paid.

3. Shall be limited to a sum or sums not exceeding in aggregate [insert currency and amount in figures and words].
4. Subject to proviso 5 below, shall terminate on [date six years from the date of the Indemnity] (the "Termination Date"), except in respect of any demands for payment received by the bank hereunder at the address indicated below on or before that date.
5. Shall be extended at your request from time to time for a period of two calendar years at a time provided that:

(a) the bank shall receive a written notice signed by you and stating that the Indemnity is required by you to remain in force for a further period of two years, and

(b) such notice is received by the bank at the address indicated below on or before the then current Termination Date.

Any such extension shall be for a period of two years from the then current Termination Date and, should the bank for any reason be unwilling to extend the Termination Date, the bank shall discharge its liability by the payment to you of the maximum sum payable hereunder (or such lesser sum as you may require). However, in the event of the bank receiving a written notice signed by you, on or before the then current Termination Date, stating that legal proceedings have been commenced against you as a result of your having delivered the said cargo as specified in the indemnity, the bank agrees that its liability hereunder will not terminate until receipt by the bank of your signed written notice stating that all legal proceedings have been concluded and that any sum or sums payable to you by the Requestor and/or the bank in connection therewith have been paid and received in full and final settlement of all liabilities arising under the Indemnity.

6. Shall be governed by and construed in accordance with the law governing the Indemnity and the bank agrees to submit to the jurisdiction of the court stated within the Indemnity.

It should be understood that, where appropriate, the bank will only produce and deliver to you all original bills of lading should the same come into the bank's possession, but the bank agrees that, in that event, it shall do so.

The bank agrees to promptly notify you in the event of any change in the full details of the office to which any demand or notice is to be addressed and which is stated below and it is agreed that you shall also promptly notify the bank in the event of any change in your address as stated above.

Please quote the bank's Indemnity Ref. \_\_\_\_\_ in all correspondence with the bank and any demands for payment and notices hereunder.

Yours faithfully,

For and on behalf of

[insert name of bank]

[insert full details of the office to which any demand or notice is to be addressed]

\_\_\_\_\_  
Signature

## 附录 7

### 收款收据及释权书格式

致：\_\_\_\_\_

涉案船名：\_\_\_\_\_

事故时间：\_\_\_\_\_

事故地点：\_\_\_\_\_

事故类型：\_\_\_\_\_

索赔金额：\_\_\_\_\_

提单 / 其他单证号：\_\_\_\_\_

兹确认，我们已经收到 \_\_\_\_\_ 支付的赔款 \_\_\_\_\_ (大写 \_\_\_\_\_)，作为和解解决上述索赔案件全部的和最终的赔偿，其中包括由此案件而产生的一切赔偿、损失、损害、费用、成本、利息及 / 或其他任何索赔。

我们在此确认并声明，在接受上述赔款后，我方将不再因上述案件向与上述船舶或货物运输有任何直接或间接关系的船舶所有人、船舶经营人、船舶保险人或其他任何人、任何公司提出索赔；并且我方将不再因上述索赔案件而提出任何其他针对你方或上述船舶及 / 或与上述船舶同属同一船舶所有人的其他 妹船的索赔。

我们确认上述金额的赔偿是在双方友好协商的基础上而作出的。我们特此确认全部和完全地免除贵司在此案件中的一切责任。最后，我们确认并保证我们是有权解决上述索赔案件并且有权收取上述赔款的唯一权利方。如果贵司因此案件而受到来自任何第三方的索赔，我们保证将向 \_\_\_\_\_ 作出赔偿。

此致

\_\_\_\_\_年\_\_\_\_月\_\_\_\_日

## Appendix 7

### Form of Receipt & Release

To: \_\_\_\_\_

Date: \_\_\_\_\_

Vessel: \_\_\_\_\_

Date: \_\_\_\_\_

Location: \_\_\_\_\_

Nature of claim: \_\_\_\_\_

Amount of claim: \_\_\_\_\_

Bill of Lading: \_\_\_\_\_

We hereby acknowledge receipt from \_\_\_\_\_ sum of (in words: \_\_\_\_\_ ) which amount we accept as full and final settlement and satisfaction of the above mentioned claim for compensation, loss, damage, expenses, costs, interests and/or any other claims as described above.

We do hereby acknowledge and declare that upon payment of the above amount, we have no further claims of whatsoever nature against the owners/operators/ insurers of the vessel or any other persons or companies directly or indirectly connected with the aforesaid ship / shipment, or any other claims against you or the above vessel and/ or her sister ships in the same ownership in respect of the aforementioned claim.

We recognise that the above sum is paid to us by way of amicable settlement and we hereby give full, complete and final discharge.

Finally we do hereby declare that we are the persons entitled to settle the claim and to receive the aforesaid money which we do hereby undertake to indemnify \_\_\_\_\_ in respect of any further claims or any claims of whatsoever nature resulting from the above mentioned incident.

Yours faithfully

\_\_\_\_\_

## Appendix 8

### Maritime Labour Convention Extension Clause 2016

1. Subject only to the other provisions of this MLC Extension (“the Extension”), the Association shall discharge and pay on the Member’s behalf under the 2006 Maritime Labour Convention as amended (MLC 2006) or domestic legislation by a State Party implementing MLC 2006:
  - (a) Liabilities in respect of outstanding wages and repatriation of a seafarer together with costs and expenses incidental thereto in accordance with Regulation 2.5, Standard A2.5 and Guideline B2.5; and
  - (b) Liabilities in respect of compensating a seafarer for death or long-term disability in accordance with Regulation 4.2, Standard A4.2 and Guideline B4.2.
2. The Member shall reimburse the Association in full:
  - (a) any claim paid under paragraph 1(a) save to the extent that such claim is in respect of liabilities, costs or expenses recoverable under Rule 3 Section 1, 3 or 5; and
  - (b) any claim paid under paragraph 1(b) save to the extent that such claim is in respect of liabilities, costs or expenses recoverable under Rule 3 Section 1.
3. There shall be no payment under paragraph 1(a) or paragraph 1(b) if and to the extent that the liability, cost or expense is recoverable under any social security scheme or fund, separate insurance or any other similar arrangement.
4. The Association shall not discharge or pay any liabilities, costs or expenses under paragraph 1(a) or paragraph 1(b), irrespective of whether a contributory cause of the same being incurred was any neglect on the part of the Member or the Member’s servants or agents, where such liabilities, costs or expenses were directly or indirectly caused by or contributed to by or arise from:
  - (a) Any chemical, biological, bio-chemical or electromagnetic weapon.
  - (b) The use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, computer virus or process or any other electronic system.
5.
  - (a) The Extension may be cancelled in respect of War Risks by the Association on 30 days’ notice to the Member (such cancellation becoming effective on the expiry of 30 days from midnight of the day on which notice of cancellation is issued).
  - (b) Whether or not such notice of cancellation has been given the Extension hereunder shall terminate automatically in respect of the War Risks:
    - (i) Upon the outbreak of war (whether there be a declaration of war or not) between any of the following: United Kingdom, United States of America, France, the

Russian Federation, the People's Republic of China;

(ii) In respect of any ship, in connection with which cover is granted hereunder, in the event of such ship being requisitioned either for title or use.

(c) The Extension excludes loss, damage, liability or expense arising from:

(i) The outbreak of war (whether there be a declaration of war or not) between any of the following: the UK, the USA, France, The Russian Federation, the People's Republic of China;

(ii) Requisition for title or use.

6. The Extension shall be subject to Rule 8 D [iii] and Q.

7. Without prejudice to paragraph 5, cover under the Extension shall cease 30 days after notice of termination in accordance with either Regulation 2.5, Standard A2.5.2.11 or Regulation 4.2, Standard A4.2.12.

8. Any dispute arising out of or in connection with the Extension shall be resolved in accordance with Rule 29.

9. For the purpose of the Extension:

“Member” means any insured party who is liable for the payment of calls, contributions, premium or other sums due under the terms of entry

“Seafarer” shall have the same meaning as in MLC 2006.

“War Risks” means the risks set out in Rule 8 D[ii].

## Appendix 9

### Useful Wording and Clauses

#### New Jason Clause

In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever whether due to negligence or not, for which, or for the consequence of which, the carrier is not responsible, by statute, contract or otherwise, the goods, shippers, consignees or owners of the goods shall contribute with the carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the goods.

If a salving ship is owned or operated by the carrier, salvage shall be paid for as fully as if the said salving ship or ships belonged to strangers. Such deposit as the carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, shippers, consignees or owners of the goods to the carrier before delivery.

#### Both to Blame Collision Clause

If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner pilot or the servants of the carrier in the navigation or in the management of the ship, the owners of the goods carried hereunder will indemnify the carrier against all loss or liability to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said goods, paid or payable by the other or non-carrying ship or her owners to the owners of said goods and set off recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or carrier.

The foregoing provisions shall also apply where the owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact.

#### For Voyages to or from Canadian Ports

Clause Paramount: All the terms provisions and conditions of the Canadian Water Carriage of Goods Act, 1936, and of the rules comprising the schedule thereto are, so far as applicable, to govern the contract contained in this bill of lading and the shipowners are to be entitled to the benefit of all privileges, rights and immunities contained in such Act and in the Schedule thereto as if the same were herein

specifically set out. If anything herein contained be inconsistent with the said provisions, it shall to the extent of such inconsistency and no further be null and void.

The Carrier shall be under no responsibility whatsoever for loss of or damage to goods howsoever and wheresoever occurring when such loss or damage arises prior to the loading on and /or subsequent to the discharge from the carrier's ship.

### **For Voyages to or from US Ports**

Clause Paramount: This bill of lading shall have effect subject to the provisions of the Carriage of Goods by sea Act of the United States, approved 16th April, 1936, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the Carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. The provisions stated in said Act shall (except as may be otherwise specifically provided herein) govern before the goods are loaded on and after they are discharged from the ship and throughout the entire time the goods are in the custody of the carrier. The carrier shall not be liable in any capacity whatsoever for any delay, non-delivery or misdelivery, or loss or damage to the goods occurring while the goods are not in the actual custody of the carrier.

### **BIMCO CONWARTIME 2004**

#### **War Risks Clause for Time Charters, 2004**

1. For the purpose of this clause, the words:

(a) "Owners" shall include the shipowners, bareboat charterers, disponent owners, managers or other operators who are charged with the management of the Vessel, and the Master; and

(b) "War Risks" shall include any actual, threatened or reported: war, act of war, civil war, hostilities, revolution, rebellion, civil commotion, warlike operations, the laying of mines, acts of piracy, acts of terrorists, acts of hostility or malicious damage, blockage (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargos or crews or otherwise howsoever) , by any person, body, terrorist or political group, or the Government of any state whatsoever which in the reasonable judgement of the Master and/or the Owners, may be dangerous or are likely to be or to become dangerous to the Vessel, her cargo, crew or other persons on board the Vessel.

2.The vessel, unless the written consent of the Owners be first obtained, shall not be ordered to or required to continue to or through, any port, place, area or zone (whether of land or sea), or any waterway or canal, where it appears that the

Vessel, her cargo, crew or other persons on board the Vessel, in the reasonable judgement of the Master and/or the Owners, may be, or are likely to be, exposed to War Risks. Should the Vessel be within any such place as aforesaid, which only becomes dangerous, or is likely to be or to become dangerous, after her entry into it, she shall be at liberty to leave it.

3. The Vessel shall not be required to load contraband cargo, or to pass through any blockage, whether such blockage be imposed on all vessels, or is imposed selectively in any way whatsoever against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever, or to proceed to an area where she shall be subject, or is likely to be subject to a belligerent's right of search and/or confiscation.
4. (a) The Owners may effect war risks insurance in respect of the Hull and Machinery of the Vessel and their other interests (including, but not limited to, loss of earnings and detention, the crew and their Protection and Indemnity Risks), and the premiums and/or calls therefore shall be for their account.  
  
(b) If the Underwriters of such insurance should require payment of premiums and/or calls because, pursuant to the Charterers' orders, the Vessel is within, or is due to enter and remain within, or pass through any area or areas which are specified by such underwriters as being subject to additional premiums because of War Risks, then the actual premiums and/or calls shall be reimbursed by the Charterers to the Owners at the same time as the next payment of hire is due, or upon redelivery, whichever occurs first.
5. If the Owners become liable under the terms of employment to pay to the crew any bonus or additional wages in respect of sailing into an area which is dangerous in the manner defined by the said terms, then the actual bonus or additional wages shall be reimbursed to the Owners by the Charterers at the same time as the next payment of hire is due, or upon redelivery, whichever occurs first.
6. The Vessel shall have liberty:
  - (a) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery or in any other way whatsoever, which are given by the Government of the Nation under whose flag the Vessel sails, or other Government to whose laws the owners are subject, or any other government, body or group whatsoever acting with the power to compel compliance with their orders or directions;
  - (b) to comply with the order, directions or recommendations of any war risks

underwriters who have the authority to give the same under the terms of the war risks insurance;

(c) to comply with the terms of any resolution of the Security Council of the United Nations, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement;

(d) to discharge at any other port any cargo or part thereof which may render the vessel liable to confiscation as a contraband carrier;

(e) to call at any other port to change the crew or any part thereof or other persons on board the Vessel when there is reason to believe that they may be subject to internment, imprisonment or other sanctions.

7. If in accordance with their rights under the foregoing, provisions of this clause, the owners shall refuse to proceed to the loading or discharging ports, or any one or more of them, they shall immediately inform the Charterers.

No cargo shall be discharged at any alternative port without first giving the charterers notice of the Owners' intention to do so and requesting them to nominate a safe port for such discharge. Failing such nomination by the Charterers within 48 hours of the receipt of such notice and request, the Owners may discharge the cargo at any safe port of their own choice.

8. If in compliance with any of the provisions of sub clauses 2 to 7 of this clause anything is done or not done, such shall not be deemed a deviation, but shall be considered as due fulfilment of this charterparty.

#### **BIMCO VOYWAR 2004**

#### **War Risks Clause Voyage Chartering, 2004**

1. For the purpose of this Clause, the words:

(a) "Owners" shall include the shipowners, bareboat charterers, disponent owners, managers or other operators who are charged with the management of the Vessel, and the Master; and

(b) "War Risks" shall include any actual, threatened or reported: war, act of war, civil war, hostilities, revolution, rebellion, civil commotion, warlike operations, the laying of mines, acts of piracy, acts of terrorists, acts of hostility or malicious

damage, blockage (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargos or crews or otherwise howsoever), by any person, body, terrorist or political group, or the Government of any state whatsoever, which, in the reasonable judgement of the Master and/or the Owners, may be dangerous or are likely to be or to become dangerous to the Vessel, her cargo, crew or other persons on board the Vessel.

2. If at any time before the Vessel commences loading, it appears that, in the reasonable judgement of the Master and/or the Owners, performance of the Contract of Carriage, or any part of it, may expose, or is likely to expose, the vessel, her cargo, crew or other persons on board the vessel to War Risks, the Owners may give notice to the Charterers cancelling this Contract of Carriage, or may refuse to perform such part of it as may expose, or may be likely to expose, the vessel, her cargo, crew or other persons on board the vessel to War Risks; provided always that if this Contract of Carriage provides that loading or discharging is to take place within a range of ports, and at the port or ports nominated by the Charterers the Vessel her cargo, crew, or other persons on board the vessel may be exposed, or may be likely to be exposed, to War Risks, the Owners shall first require the Charterers to nominate any other safe port which lies within the range for loading or discharging, and may only cancel this Contract of Carriage if the Charterers shall not have nominated such safe port, or ports within 48 hours of the receipt of notice of such requirement.
3. The Owners shall not be required to continue to load cargo for any voyage, or to sign Bills of Lading for any port or place, or to proceed or continue on any voyage, or on any part thereof, or to proceed through any canal or waterway, or to proceed to or remain at any port or place whatsoever, where it appears, either after the loading of the cargo commences, or at any stage of the voyage thereafter before the discharge of the cargo is completed, that, in the reasonable judgement of the Master and/or the Owners, the Vessel, her cargo (or any part thereof), crew or other persons on board the Vessel (or any one or more of them) may be, or are likely to be, exposed to War Risks. If it should so appear, the Owners may by notice request the Charterers to nominate a safe port for the discharge of the cargo or any part thereof, and if within 48 hours of the receipt of such notice, the Charterers shall not have nominated such a port, the Owners may discharge the cargo at any safe port of their choice (including the port of loading) in complete fulfilment of the Contract of Carriage. The Owners shall be entitled to recover from the Charterers the extra expenses of such discharge and, if the discharge takes place at any port other than the loading port, to receive the full freight as though the cargo had been carried to the discharging port and if the extra distance exceeds 100 miles, to additional freight which shall be the same percentage of the freight contracted for as the percentage which the extra distance represents to the distance of the nor-

mal and customary route, the Owners having a lien on the cargo for such expenses and freight.

4. If at any stage of the voyage after the loading of the cargo commences, it appears that, in the reasonable judgement of the Master and/or the Owners, the Vessel, her cargo, crew or other persons on board the Vessel may be, or are likely to be, exposed to War Risk on any part of the route (including any canal or waterway) which is normally and customarily used in a voyage of the nature contracted for, and there is another longer route to the discharging port, the Owners shall give notice to the Charterers that this route will be taken. In this event the Owners shall be entitled, if the total extra distance exceeds 100 miles, to additional freight which shall be the same percentage of the freight contracted for as the percentage which the extra distance represents to the distance of the normal and customary route.
5. (a) The Owners may effect war risks insurance in respect of the Hull and Machinery of the Vessel and their other interests (including, but not limited to, loss of earnings and detention, the crew and their Protection and Indemnity Risks), and the premiums and/or calls therefore shall be for their account.

(b) If the Underwriters of such insurance should require payment of premiums and/or calls because, pursuant to the Charterers' orders, or in order to fulfil the Owners' obligation under this Contract of Carriage, the Vessel is within, or is due to enter and remain within, or pass through any area or areas which are specified by such Underwriters as being subject to additional premiums because of War Risks, then the actual premiums and/or calls paid shall be reimbursed by the Charterers to the Owners within 14 days after receipt of the Owners' invoice. If the Vessel discharges all of her cargo within an area subject to additional premiums as herein set forth, the Charterer shall reimburse the Owners for the actual additional premiums paid which may accrue from completion of discharge until the Vessel leaves such area or areas referred to above. The Owners shall leave the area as soon as possible after completion of discharge.

6. The Vessel shall have liberty:

(a) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo delivery or in any other way whatsoever, which are given by the Government of the Nation whose flag the Vessel sails, or other Government to whose laws the owners are subject, or any other Government which so requires, or anybody or group whatsoever acting with the power to compel compliance with their orders or directions;

(b) to comply with the order, directions or recommendations of any war risks

underwriters who have the authority to give the same under the terms of the war risks insurance;

(c) to comply with the terms of any resolution of the Security Council of the United Nations, any directives of the European Community, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement;

(d) to divert and discharge at any other port any cargo or part thereof which may render the vessel liable to confiscation as a contraband carrier;

(e) to call at any other port to change the crew or any part thereof or other persons on board the Vessel when there is reason to believe that they may be subject to internment, imprisonment or other sanctions.

(f) where cargo has not been loaded or has been discharged by the Owners under any provisions of this Clause, to load other cargo for the Owners' own benefit and carry it to any other port or ports whatsoever, whether backwards or forwards or in a contrary direction to the ordinary or customary route.

7. If in compliance with any of the provisions of sub clauses 2 to 6 of this clause anything is done or not done, such shall not be deemed to be a deviation, but shall be considered as due fulfilment of the Contract of Carriage.

### **Hamburg Rules Charter Party Clause**

Neither the Charterers nor their Agents shall permit the issue of any bill of lading, waybill or other document evidencing a contract of carriage (whether or not signed on behalf of the Owners or on the Charterers' behalf or on behalf of any Sub-Charterers) incorporating, where not compulsorily applicable, the Hamburg Rules or any legislation giving effect to the Hamburg Rules or any other legislation imposing liabilities in excess of Hague or Hague/Visby Rules. The Charterers shall indemnify the Owners against any liability, loss or damage which may result from any breach of the foregoing provisions of the clause.

Operators wishing to use this Clause should seek legal advice to confirm that the Clause is suitable for incorporation in the relevant charter party.

### **Voyage Clause**

"With liberty to sail without pilots, to proceed via any route, to proceed to, return to and

stay at any port or ports whatsoever (including the loading port) in any order in or out of the route or in a contrary direction to or beyond the port of destination once or more often for bunkering or loading or discharging cargo or embarking or disembarking passengers whether in connection with the present a prior or subsequent voyage or any other purposes whatsoever, and before giving delivery of the within mentioned cargo at the port of discharge herein provided and with the like liberties as aforesaid to leave and then return to and discharge the said cargo at such port, to tow or be towed, to make trial trips with or without notice, to adjust compasses, or to repair or dry dock with or without cargo on board. The exercise of any liberty in this clause shall form part of the agreed voyage.”

### **Strike Clause**

“Ship not to be responsible for any loss, damage, or delay, directly or indirectly, caused by, or arising from strikes, lockouts, labour disturbances, trade disputes, or anything done in contemplation or furtherance thereof, whether the owners be parties thereto or not.”

### **General Average**

In all Charter Parties containing a General Average Clause any reference to the York/Antwerp Rules should be followed by “1994”.

## 联系我们

在紧急情况下，会员和通讯代理机构有关人员可随时拨打协会理赔应急手机号码（+86 13052389777），与协会理赔人员取得联系。

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