

中国船东互保协会文件

中船保董字〔2020〕3号

关于修改协会保险条款的通知

各会员公司：

2020年2月20日，中国船东互保协会第十二届会员大会第八次会议（特别）审议并通过了《关于修改协会2020保险年度保险条款的提案》。新的保险条款中第三条和第四条及与之有关的条款自2020年2月20日格林威治标准时间12时起实施；第五条及与之有关的条款追溯自2020年1月1日北京时间零时起实施。

特此通知。

附件：协会2020保险年度保险条款修订表



附件

协会 2020 保险年度保险条款修订表

中文条款	英文条款	修订说明
<p>1. 第一条 定义</p> <p>对第一条第 19 项进行修改, 增加下划线字部分内容, 删除带删除线部分的内容:</p> <p>19) 互助会费</p> <p>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<u>预付会费</u><u>预计总会费</u>、追加会费、巨灾会费和免责会费。</p>	<p>1. Rule 1 – Definitions</p> <p><i>Amend Rule 1 - 19. by addition of the words in underlined type and by deletion of the words indicated below:</i></p> <p>19. Calls</p> <p>Sum or sums payable to the Association in respect of an entered ship pursuant to Rules 16, 18, 24, 25 and 26, including Advance—Call <u>Estimated Total Call</u>, Supplementary Calls, Overspill Calls and Release Calls.</p>	<p>根据协会第六十次董事会决议, 将会费的结构模式修改为采用“预计总会费”(英文全称及缩写: Estimated Total Call, ETC) 模式。</p>
<p>2. 第五条 船舶险承保风险</p> <p>对第五条第 (八) 款和第 (十一) 款进行修改, 增加下划线字部分内容, 删除带删除线部分的内容:</p> <p>(八) 退费</p> <p>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<u>预付会费</u><u>预计总会费</u>退费:</p> <p>1.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<u>预付会费</u><u>预计总会费</u>的日比例计退给会员.....</p> <p>2.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<u>预付会费</u><u>预计总会费</u>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<u>预付会费</u><u>预计总会费</u>。</p>	<p>2. Rule 5 –Hull & Machinery Risks Covered</p> <p><i>Amend Rule 5 Section 8 and Section 11 by addition of the words in underlined type and by deletion of the words indicated below:</i></p> <p>Section 8 Returns</p> <p>Returns of Advance—Call <u>Estimated Total Call</u>/Premium under Section 2 or Section 3 of Rule 5 shall be allowed under the following circumstances:</p> <p>1.without prejudice to the effects of Rules 16, 18, 24, 25 and 26, the Advance—Call <u>Estimated Total Call</u> 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.....</p> <p>2. 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 Advance—Call <u>Estimated Total Call</u>/Premium for such period shall be returned pro rata daily.....</p>	<p>根据协会第六十次董事会决议, 将会费的结构模式修改为采用“预计总会费”(英文全称及缩写: Estimated Total Call, ETC) 模式。</p>

<p>(十一) 船舶战争、罢工险</p> <p>4. 承保原则</p> <p>.....</p> <p>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,净预付会费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。</p>	<p>Section 11 Hull War and Strikes Cover</p> <p>D. Fundamental Conditions</p> <p>.....</p> <p>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 Advance Call <u>Estimated Total Call</u>/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.</p>	
<p>3. 第八条 通用规则</p> <p>对第八条第(四)款除外责任第7项进行修改,增加下划线字部分,删除带删除线部分的内容:</p> <p>(四) 除外责任</p> <p>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)</p> <p>本协会对入会船承运违禁品、偷越封锁,或从事非法贸易,或者董事会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。</p>	<p>3. Rule 8 – Conditions, Exceptions and Limitations</p> <p><i>Amend Rule 8 - D. Exclusions -vii. Imprudent Trading (Contraband, blockade running, unlawful trade, imprudent or hazardous operations) by addition of the words in underlined type and deletion of the words indicated below:</i></p> <p>D. Exclusions</p> <p>vii. Imprudent Trading (Contraband, blockade running, unlawful trade, imprudent or hazardous operations)</p> <p>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 Directors <u>Managers</u>, having regard to all the circumstances, shall be of the opinion that the carriage, trade or voyage was imprudent, unsafe, unduly hazardous or improper.</p>	<p>制裁事件、制裁风险以及应对措施具有突发性和较强的时效性等特点,协会现行规定难以满足快速应对制裁风险和快速决策的需要。为了使协会与国际保赔协会的规定保持一致,及时采取同步行动,有效防控制裁风险保护协会和会员的整体利益,根据协会第六十二次董事会将有关制裁决定的权利由经理机构行使的决定,特做此项修订。</p>
<p>4. 第八条 通用规则</p> <p>对第八条第(七)款制裁风险进行修改,增加下划线字部分:</p> <p>(十七) 制裁风险</p> <p>1. 如果由于协会对于船东的任何责任、开支或费用提供保险、进行赔付或者给予任何利益,而使协会成为或将要成为任何相关主管当局或政府的制裁、禁令、限制或打压行为的对象或遭受此类风险时,协会将对此等责任、开支、费用不予补偿。</p>	<p>4. Rule 8 – Conditions, Exceptions and Limitations</p> <p><i>Amend Rule 8 - Q. Sanctions Risks by addition of the words in underlined type and deletion of the words indicated below:</i></p> <p>Q. Sanctions Risks</p> <p>i. The Association shall not indemnify an Owner against any liabilities, costs or expenses where the provision of cover, the payment of any claim or the provision of any benefit in respect of those liabilities, costs or expenses may expose the Association to the risk of being or becoming subject to any sanction, prohibition, restriction or adverse action by any competent authority or government.</p>	<p>按照国际保赔协会的规定,对制裁行为的主体、后果、裁量权等问题进行明确、详细的规定,并符合协会董事会有关决议的精神。</p>

<p>1. 除非经理机构另有决议，任何由会员营运的船舶若从事任何运输、贸易或航程，而该运输、贸易或航程以任何方式可能使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，则本协会不承保该船舶。</p> <p>2.</p> <p>3. 尽管有其他规定，在不影响本协会条款其他规定的情况下，当董事会认为船东使得或将要使得本协会成为或将要成为相关主管当局或政府制裁、禁令、限制或打压行为的对象，其将严重影响本协会时，董事会可以决定终止对该船东任何一条或所有入会船舶的保险。</p> <p>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。</p>	<p>i. Unless the Managers otherwise determine, there is no cover in respect of an insured vessel being employed by the Member in a carriage, trade or on a voyage which thereby in any way howsoever may expose the Club 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.</p> <p>ii.</p> <p>iii. Notwithstanding, and without prejudice to, any other provisions of these Rules, the Directors may terminate the insurance of an Owner in respect of any and all ships entered by him where, in the opinion of the Directors, the Owner has exposed or will expose the Association to a material risk of being or becoming subject to a sanction, prohibition, restriction or other adverse action by a competent authority or government, which may materially affect the Association.</p> <p>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 Club 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.</p>	
<p>5. 第十六条 互助会费和保证</p> <p>对第十六条第（一）至（三）款进行修改，增加下划线字部分内容，删除带删除线部分的内容：</p> <p>（一）互助会费</p> <p>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，以预付</p>	<p>5. Rule 16 – Calls and Guarantees</p> <p><i>Amend Rule 16 Section 1 to 3 by addition of the words in underlined type and by deletion of the words indicated below:</i></p> <p>Section 1 Calls</p> <p>B. The said Calls shall be levied by means of Advance Call <u>Estimated Total Call</u>, Supplementary Calls or Release Calls and Overspill Calls in accordance with the provisions of paragraph [C] of Section 1 and the</p>	<p>根据协会第六十次董事会决议，将会费的结构模式修改为采用“预计总会费”（英文全称及缩写：Estimated Total Call, ETC）模式。</p>

<p>会费<u>预计总会费</u>、追加会费或免责会费和巨灾会费形式交纳互助会费。</p> <p>(二) 预付会费<u>预计总会费</u></p> <p>1. 预付会费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。</p> <p>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<u>预付会费预计总会费</u>, 或按经理机构同意的安排分期支付该项<u>预付会费预计总会费</u>。但不影响第五条第(十)款第1.4)项有关船舶险的规定。</p> <p>(三) 追加会费</p> <p>1.董事会可以决定一个<u>预付会费预计总会费</u>追加百分比方式征收追加会费。</p> <p>2.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<u>预付会费预计总会费</u>所得出的金额。</p>	<p>provisions of Sections 2, 3 and 4 of this Rule.</p> <p><u>Section 2 Advance-Call Estimated Total Call</u></p> <p>A. The Advance-Call 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.</p> <p>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 Advance-Call Estimated Total Call in full as agreed pursuant to paragraph [A] of this Section, or in installments as the Managers may agree.</p> <p><u>Section 3 Supplementary Call</u></p> <p>A.The Directors may levy such a Supplementary Call by deciding upon a percentage of the Advance-Call Estimated Total Call for that year.</p> <p>B.a sum ascertained by multiplying the percentage decided by the Directors by the Advance-Call Estimated Total Call paid or payable by him in respect of such policy year.</p>	
<p>6. 第十八条 会费支付</p> <p><i>对第十八条第(一)款和第(二)款进行修改, 增加下划线字部分内容, 删除带删除线部分的内容:</i></p> <p>(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<u>预付会费预计总会费</u>、追加会费或免责会费或巨灾会费。</p> <p>(二)<u>预付会费预计总会费</u>、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.....</p>	<p>6. Rule 18 – Payment</p> <p><i>Amend Rule 18 A and B by addition of the words in underlined type and by deletion of the words indicated below:</i></p> <p>A. Every Call (Advance-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.</p> <p>B. As soon as reasonably practical after any Call or call rate (Advance-Call Estimated Total Call, Supplementary Call or Release Call or Overspill Call) shall have been so fixed the Managers shall notify</p>	<p>根据协会第六十次董事会决议, 将会费的结构模式修改为采用“<u>预计总会费</u>”(英文全称及缩写: Estimated Total Call, ETC)模式。</p>

	each Member concerned:	
<p>7. 第二十二条 保险终止通知</p> <p>新增第二十二条第（三）款规定：</p> <p>（一）有关第三条或第四条规定的保险</p> <p><u>（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。</u></p>	<p>7. Rule 22 – Notice of Termination</p> <p><i>Amend Rule 22 C. by addition of the words in underlined type indicated below:</i></p> <p>A. In respect of the cover under Rule 3 or Rule 4</p> <p><u>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.</u></p>	<p>为使协会与国际保赔协会的条款规定保持一致，使协会及时采取同步行动，有效防控制裁风险，特增加 30 天终止条款。</p>
<p>8. 第二十五条 停止保险</p> <p>对第二十五条第（一）款第 2 项相关内容进行修改，增加下划线字部分，删除带删除线部分的内容：</p> <p>（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：</p> <p>...</p> <p>2. 当会员为公司时：</p> <p>.....</p> <p>6) 尽管有下述 7) 的规定，在不损害该规定的情况下，当董事会<u>经理机构</u>认为对某一会员的保险将使或可能使协会或其会员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，董事会<u>经理机构</u>可以决定发出书面通知，以终止该会员在协会的保险；</p> <p>7) 尽管有上述 6) 的规定，在不损害该规定的情况下，除非董事会<u>经理机构</u>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</p>	<p>8. Rule 25– Cesser of Insurance</p> <p><i>Amend Rule 25 A. ii. by addition of the words in underlined type and deletion of the words indicated below:</i></p> <p>A. A Member shall forthwith cease to be insured by the Association in respect of any and all ships entered by him or on his behalf upon the happening of any of the following events:</p> <p>.....</p> <p>ii. Where the Member is a corporation,</p> <p>.....</p> <p>(vi) Notwithstanding and without prejudice to (vii) below, if the Directors <u>Managers</u>, 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 Directors <u>Managers</u>, expose the Association or any of its Members to the risk of being or becoming subject to any sanction, prohibition or adverse action in any form whatsoever by any State or International Organization,</p> <p>(vii) Notwithstanding and without prejudice to (vi) above, unless the Directors <u>Managers</u> 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</p>	<p>参考国际保赔协会的做法和规定，经理机构有权对制裁行为作出停保决定。根据协会六十二次董事会决议精神，特做此项修改。</p>

<p>董事会<u>经理机构</u>的决定是终局的。</p>	<p>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 Directors' <u>Managers'</u> decision shall be final.</p>	
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