

华泰财产保险有限公司

租船人责任保险附加险条款

附加险条款一：

货物所有人责任保险条款 (A 款)

鉴于被保险人支付了相应的附加保费，保险人同意就被保险人享有所有权或其他权利或利益的运输过程中的货物导致的被保险人的法律责任和费用按《2002 年劳合社租船责任保险条款》项下的“1.C.4”款（污染责任）进行承保，除外条款中的 3.C.1（被保险人所有的货物的污染责任）不再适用。

定义：

被保险人

租赁被保船舶并在本保单中列明为“被保险人”的定期租船承租人、航次租船承租人、二船东或承运人。本保险提及的“被保险人”亦包括“共同被保险人”。

运输过程中

货物在运输过程中，是指：在保险承保期间内，
(a) 货物已经装载于被保船舶之上；或
(b) 货物处于装上或者卸离被保船舶的过程中；或
(c) 转船或过驳运输时，货物处于装上或卸离被保船舶的操作过程中。

前款(c)项必须符合下列条件：

- (i) 该转船或过驳运输操作，是该操作所处的港口的习惯做法或者航运贸易惯例；以及
- (ii) 被保险人已经从接收货物（或其中部分）的转运船舶或驳船的相关方处取得的有效书面收据。

Endorsement 001:

CARGO OWNERS LIABILITY INSURANCE

ENDORSEMENT (TYPE A)

In consideration of the payment of an additional premium, Underwriters agree to indemnify the Assured(s) against legal liabilities, costs and expenses that would have been recoverable under Lloyd's Charterer's Liability Insurance Conditions 2002 (LSW1122), part 1.C.4 (i.e. pollution risks) incurred by the Assured(s) in respect of his interest in, or ownership of, or rights in cargo In Transit, but are excluded by virtue only of Exclusion 3.C.1 (i.e. exclusion for Cargo Owner's Pollution Liability).

Defined terms:

Assured

- A time or voyage charterer, a disponent owner or a carrier of goods who charters an Insured Ship and is named as an Assured in the Policy. A reference herein to the Assured includes a singular reference to a Co Assured.

In Transit

Cargo is in transit when, during the Period of Cover, it is

- (a) laden on an Insured Ship; or
- (b) in the process of being loaded on to or discharged from an Insured Ship; or
- (c) being transhipped or lightered to or from an Insured Ship

PROVIDED

- (i) the transhipment or lightering is performed as a regular custom of the port or trade; and
- (ii) an appropriate written receipt has been obtained for the cargo (or any part thereof) from those interested in the transhipment vessel or lighter carrying the cargo (or any part thereof).

附加险条款二：

货物所有人责任保险条款 (B 款)

1. 承保范围

在被保险人依约支付相应保费的前提下，保险人同意对被保险人作为货物所有人和/或收货人因下列事由而须承担的法律责任和/或合同责任承担赔偿责任：

A.

- (i) 船舶或者其他运输工具的物理性灭失或损坏(包括对于运输工具上的第三方货物以及设备造成灭失或损失)；
- (ii) 牵涉被保险人所有的货物的意外事故造成的第三方财产物理性灭失或损坏；
- (iii) 牵涉被保险人所有的货物的意外事故发生后，为移除船舶或者其他运输工具的残骸而产生的费用；
- (iv) 作为货物所有人须承担的共同海损分摊；
- (v) 被保险人所有的货物导致的意外事故造成的人员死亡及人身伤害。

B.

被保险人为抗辩有关上述承保范围内的事由的索赔，所引起的法律费用或支出，但以事先得到保险人的书面同意为限。保险人不得不合理地撤回该同意。

2. 赔偿责任限额

本保险下就每一事件的赔偿限额，为_____，包括以下费用及支出：

- (a) 保险人事先书面同意发生的费用，或
- (b) 经生效的法院法律文书或仲裁庭裁决应由被保险人承担的法律费用。

3. 免赔额

对于任一事件中被保险人的最终净损失金额，本保险仅就超过_____金额部分承担赔偿责任。

4. 除外责任

无论本保单是否包含任何相反约定，双方明示理解和同意本保险不承保以下事项：

- a) 任何被保险人所有或租赁的财产的灭失或者损坏；
- b) 不论任何原因造成的泄露、污染、玷污；
- c) 由于以下原因造成或引发的灭失或损坏：
 - (i) 由以下人等进行的战争、敌对行为或者和平时期发生的类似战争的行为，包括对于确实可能发生或者预期将发生的攻击而做出的阻止、斗争、防卫的行为：(1) 任何政府或者任何最高权力机构（无论是法律上的或者事实上的），或者任何维持或动用武装力量、海军或空军的政权组织；或(2) 武装力量、海军或者空军；或(3) 任何政府、权力机构或者军队的代表。
 - (ii) 无论是和平时期或者战争时期，使用原子聚变性或者放射性武器。
 - (iii) 颠覆、叛乱、革命、内战、政府部门对前述事项的而做出的阻止、斗争、防卫、根据检疫或海关法规进行的销毁、政府或其他公共权力部门的没收、走私、非法运输或航行。
 - (iv) 恐怖主义行为。

- d) 罚款、罚金、惩罚性赔偿，基于补偿性赔偿额进行加乘得出的 3 倍或以上的损害赔偿；
- e) 任何直接或者间接有关工伤赔偿或雇主责任的责任；
- f) 任何法规或者成文法、普通法规定的有关被保险人的雇员、被保险人的代理人或分包商的雇员在雇佣期间的死亡、人身伤害、疾病所产生的责任；
- g) 任何由于下列物质直接或者间接引起的身体伤害、人身伤害和/或财产损失：

石棉、烟草、煤尘、多氯化物、多溴联苯、二氧化硅、苯、铅、云母、二恶英、杀虫剂或除草剂、电磁场、制药或者医疗药物/产品/物质/装置，或者其他包含上述原料的物质或者任何上述物质的衍生物。

5. 先决条件

5.1. 就本保单 1.A(iii)所承保的责任，双方同意有关费用的索赔中应当扣除归于被保险人的或有利于被保险人的残值收益。对 1.A(iii)项下的费用，即便被保险人没有法定的责任或义务支出，保险人也必须赔偿。

5.2. 如果发生任何可能导致保险人承担保险责任的事件，被保险人应当立即通知保险人或其代表，并尽快将与该事件相关的每一进程、诉求、抗辩告知保险人，并提供相关文件。

5.3. 就任何一个可能引起本保单下索赔的事故或事件，被保险人有义务采取相关措施保障其自身及保险人的利益，如同其从未投保本保险或类似保险时一样。未经保险人事先书面同意，被保险人不得在有关可能产生保险赔偿责任的事故或事件发生前或发生后，向第三人承认或认可任何责任；或阻碍保险人进行和解谈判或采取任何法律程序，否则本保险将视为无效或合同被解除，且保险人不承担任何赔偿责任。

5.4. 保险人在任何时候都有权（但非义务）对可能涉及保险责任的、对被保险人提起的索赔或法律程序所进行调查、抗辩、和解等应对措施进行监控或主导。

5.5. 双方理解并同意，非由法院生效裁判文书，或保险人书面同意的被保险人与原告间的和解协议，认定的被保险人的赔偿责任不能成为本保险的标的，除此之外的任何对第三人的赔偿责任在任何情况不属本保险赔偿范围。如果被保险人未能或拒绝按保险人的指示与第三人和解，则保险人承担的保险赔偿责任仅限于被保险人如按其指示进行和解而将对第三人承担的赔偿金额。

5.6. 未经保险人书面同意，本保单转让无效。

5.7. 当保险人在本保单下已支付了赔款，则相关的向第三方的追偿权利将全部转让给保险人且保险人有权享有对第三方的追偿所得。

5.8. 如果某事故或事件引起的索赔在除本保单之外的保险或者补偿安排下能够获得赔偿，或者如无本保险存在，该索赔在其他保险或者补偿安排下能够获得赔偿，本保险仅对在承保范围内的且超出其他任何保险或补偿安排下可赔偿数额之上的部分进行赔偿。

扩展责任：

货物所有人污染责任条款

双方同意《货物所有人责任保险条款》中第 4. (b) 除外条款删除，且以下条款将适用于本保险：

保险人同意对被保险人作为货物所有人和/或收货人因下列事由而须承担的法律责任和/或合同责任承担赔偿责任：由于实际或可能向海洋、水域、陆地或者空气中卸下、排放、泄露或者渗漏燃油、燃料和其他石油或化学品而产生的损失、损坏、成本及费用，包括但不限于对于该物质的清理、驱散、掩埋、稀释、移除、分解或抑制等措施。

但是被保险人必须保证满足以下条件，保险人才承担上述赔偿责任：

1. 该事故/事件是一次意外事故，且被保险人对此既无预料也无预谋。除非是由被保险人无法预料也无预谋的介入因素导致，任何事故/事件不构成前述意外事故。
2. 该事故/事件首次发生的时间须在本保单规定的保险期间内的某一特定时间和日期。
3. 负责被保险人的货物运输或者管理的一方必须在该事故/事件发生后 168 小时内获悉其发生并于获悉后 45 天内向被保险人报告，随后被保险人应当于获悉后 90 天内向保险人报告。
4. 该事故/事件须非由被保险人的故意或者蓄意违反任何法律、法规、规章所引起的。

Endorsement 002:

CARGO OWNERS LIABILITY WORDING (TYPE B)

1. Coverage

In consideration of the premium charged, the Underwriters agree to indemnify the Assured in respect of their legal and/or contractual liabilities as owners and/or consignees of cargoes for:

A

- (i) Physical loss or damage to vessels or conveyances (including third party cargoes and equipment aboard).
- (ii) Physical loss or damage to property of others as a result of an accident (involving a cargo owned by the Assured)
- (iii) Costs or expenses of or incidental to, the removal of wreckage of vessels or conveyances following an accident involving a cargo owned by the Assured.
- (iv) Costs or expenses as may be required as a cargo owner's proportion of General Average.
- (v) Loss of life and/or bodily and/or personal injury as a result of an accident caused by a cargo Owned by the Assured.

B Legal costs and/or fees or expenses occasioned by the defence of any claim against the Assured, for liability or alleged liability of the Assured covered by the above, provided for liability or alleged liability of the Assured covered by the above provided that such costs, fees and/or expenses are incurred with the prior written consent of these Underwriters which consent shall not be unreasonably withheld.

2. Limit of Liability

The limit of liability under this insurance, in respect of any one occurrence, shall be...**As Herein**including liability for costs and expenses which are either:

- (a) incurred with the written consent of the Underwriters hereon, or
- (b) awarded against the Assured.

3. Excess

This insurance shall only pay the excess of **As Herein** in respect of the Assured's ultimate net loss in respect of each occurrence.

4. Exclusions

Notwithstanding anything to the contrary contained herein it is expressly understood and agreed that this Insurance shall exclude the following:

- a) any loss or damage to property owned, leased or rented by the Assured.
- b) seepage, pollution or contamination however caused .

- c) **loss or damage caused by or resulting from:**
- (i) **war, hostile or warlike action in time of peace or war including action in hindering, combating or defending against an actual impending or expected attack. (1) by any government or sovereign power (de jure or de facto) or by any authority maintaining or using military, naval or air forces, or (2) by military, naval or air forces or (3) by any agent of any government, power authority or forces.**
 - (ii) **any weapon of war employing atomic fusion or radioactive force whether in time of peace or war.**
 - (iii) **insurrection, rebellion, revolution civil war, usurped power taken by government authority in hindering , combating or defending against such an occurrence seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority or risks of contraband or illegal transportation or trade.**
 - (iv) **terrorist acts.**
 - d) **finest, penalties, punitive and exemplary damages, treble damages or other damages resulting from the multiplication of compensatory damages;**
 - e) **any liability arising directly or indirectly under workmen compensation or Employers Liability**
 - f) **acts or any other statutory or common law liability in respect of loss of life, bodily injury to, or illness of any workman or other person employed in any capacity whatsoever by the Insured, his agents or sub-contractors when such loss of life, bodily injury or illness arises out of or in the course of the employment of such workman or other person**
 - g) **bodily injury, personal injury, and/ or property damage directly or indirectly caused by or arising out of asbestos, tobacco, coal dust, polychlorinated, biphenyls, silica, benzene, lead, talc, dioxin, pesticides or herbicides, electromagnetic fields, pharmaceutical or medical drugs/ products/ substances/ devices or any other substance containing such material or any derivative thereof:**

5. Conditions

- 5.1. With respect to the inclusion of the Assured's liability for the cost or expenses of or incidental to the removal of wreck as set forth in 1A (iii) it is agreed that such cost or expenses shall be reduced by the net proceeds of salvage that may inure to the benefit of the Assured. These expenses shall be payable even though the Assured may have no statutory, legal or assumed obligation or liability to do so.
- 5.2. In the event of any occurrence which may result in loss, damage and/ or expenses, for which these Underwriters are or may become liable under this insurance, notice thereof shall be given to these Underwriters or their representative immediately, and further that any and every process, pleading and paper of any kind relating to such occurrence shall be forwarded promptly to these Underwriters.
- 5.3. In respect of any accident or occurrence likely to give rise to a claim under this Insurance, the Assured is obligated to and shall take such steps to protect its (and these Underwriters) interest as would reasonably be taken in absence of this, or similar insurance. This insurance however shall be void and of no force or effect, in respect of any accident, or occurrence in the event the Assured shall make or shall have made any admission of

liability either before or after such accident or occurrence or in the event the Assured shall prejudice any negotiations of these Underwriters for settlement or in any legal proceedings in respect of any claim for which Insurers are or may be liable under this Insurance.

- 5.4. Underwriters shall at any time be entitled (but not obliged) to control or take over the conduct of the investigation defence and settlement of any claim suit or proceedings against the Assured which is or is likely to be the subject to indemnity under this insurance.
- 5.5. It is expressly understood and agreed that no liability shall attach under this Insurance until the liability of the Assured has been determined by final judgement against the Assured or by agreement between the Assured and the Plaintiff with the written consent of these Underwriters in the event the Assured shall fail or refuse to settle a claim as authorised by these Underwriters, the liability of these Underwriters to the Assured shall be limited to the amount for which settlement could have been made.
- 5.6. Assignment or transfer of this policy shall not be valid except with the written consent of Underwriters.
- 5.7. In the event of a claim being paid under this insurance, Underwriters shall be subrogated to all rights and remedies of the Assured.
- 5.8.** In the event of an accident/ occurrence giving rise to a claim which is or but for the existence of this insurance would be covered under any other indemnity or insurance inuring to the benefit of the Assured, the insurance afforded by this policy shall be in excess of the amount which would be recoverable under such other indemnity or insurance had this insurance not been effected, but only to the extent that the excess amount is covered by this insurance.

Extention:

CARGO OWNERS POLLUTION LIABILITY WORDING

It is noted and agreed that Exclusion (b) is deleted and the following shall apply:

This insurance covers the Assured's legal and/or contractual liability as owner of any cargo for loss, damage, cost expense, arising out of the actual or potential discharge, emission, spillage or leakage upon or into seas, water, land or air of oil, fuel and other petroleum, or chemicals including but not limited to clean-up, dispersal, burial, dilution, removal, decomposition or containment of any substances.

Provided always that the Assured establishes that all of the following conditions have been met:

The accident/occurrence was accident and was neither expected nor intended by the Assured. An accident/ occurrence shall not be considered unintended or unexpected unless caused by some intervening event, neither expected nor intended by the Assured.

The accident/occurrence is identified as first commencing at a specific time and date during the term of this policy.

The accident/occurrence became known to those parties responsible for the carriage or handling of the Assured's cargo within 168 hours after its commencement and is reported to the Assured within 45 days thereafter and the Assured subsequently reports to Underwriters within 90 days thereafter.

The accident/occurrence did not result from the Assured's intentional or willful violation of any government statute, rule or regulation.

附加险条款三：

抗辩费用保险条款

1. 承保风险

1.1 本保险承保被保险人就保险期间内发生的与被保船舶运营相关的下列事项引起的索赔和纠纷而合理及必要发生的法律费用及支出：

1.1.1 租金、停租租金、运费、亏舱费、延滞费、装卸时间、滞期费、速遣费或者其它有关租船合同、提单或者其他运输合同的索赔和纠纷；

1.1.2 船舶供给、建造、修理；

1.1.3 装载、积载、平舱、卸载、过驳货物；

1.1.4 被保船舶的灭失、损坏或扣押；

1.1.5 共同海损或者单独海损的分摊；

1.1.6 对被保船舶的救助以及拖航；

1.1.7 代理人、装卸人、海关、经纪人、港口当局或者其他被保险人的代理人或雇员主张的费用；

1.1.8 就有关被保船舶的官方调查或其它问询进行陈述；

1.1.9 由将要/正在/曾经乘坐被保船舶的旅客提起或者针对该旅客的诉讼，但该旅客运输须已由保险人批准同意；

1.1.10 政府、任何公共团体或者其代表提起的针对被保险人或者被保船舶的诉讼；

1.1.11 对本保险人之外的保险人应当支付或者收取的费用。

2. 除外费用

2.1 本保险不承保有关以下事项的抗辩费用：

2.1.1 任何能够在保赔与保障责任保险, 承租人船壳责任险, 战争险或者其它任何

附加条款下得到偿付的费用；

2.1.2 属于本保险通用条款内所列的除外责任或限额以内的费用；

2.1.3 纠纷是发生于被保险人和共同被保险人之间的，或者该纠纷是针对保险人或者保险人的雇员、代理或者其他代表的；

2.1.4 就经营管理协议而产生的纠纷；

2.1.6 争议金额与可能发生的费用之间无合理联系；

2.1.7 被保险人在租赁船舶时未尽合理注意义务，或被保险人选择的缔约地位、方式是不合理的，或被保险人的行为是轻率且不适当的；

2.1.8 被保险人拒绝按照保险人的建议处理或和解有关纠纷、或者未经保险人事先同意委托律师或其他专家；

2.1.9 未经保险人事先同意，被保险人做出妥协或达成和解协议；

2.1.10 保险人单方有权决定的其他除外事由，但保险人的此种决定须有充分理由。

3. 其它事项

3.1 保险人可以在纠纷的任何阶段，因第2条所列的任一事由撤销或者限制承保风险的范围；

3.2 如果某项承保风险被撤销，被保险人应当偿还保险人此前就此承保风险所预先支付的费用。

3.3 如果有关费用仅有部分属于本保险承保范围，保险人单方有权决定对该费用的承担比例。

3.4 如果被保险人的某项法律费用仅有部分属于本保险承保范围，在保险赔偿额度内，保险人有权获得被保险人根据任何判决、裁决或和解协议追偿回的费用，并且如果和解协议未就对方应赔偿的法律费用的支付进行约定或赔偿不足，则保险人有权从

和解款项中获得其认为应当归属于法律费用赔偿的那部分款项。

3.5 保险人根据判断有权决定一个免赔额适用于一次事故项下的一个纠纷或是多个纠纷。

4 赔偿责任限额

4.1 除非另有书面约定，本保险下每次纠纷产生的抗辩费用的限额为_____。

Endorsement 003:

Defence risks Cover

1. Risk Covered

- 1.1. The reasonable and necessary legal costs and expenses in relation to claims and disputes which are incurred in relation to the operation of the entered vessel, arising from events occurring during the Period of Insurance and in respect of the following:
 - 1.1.1. hire, off-hire, freight, deadfreight, detention, laytime, demurrage, despatch or other claim or dispute relating to the charter party, bill of lading or other contract of carriage;
 - 1.1.2. vessel supplies, builders and/or repairs;
 - 1.1.3. loading, stowing, trimming, discharging, lightering of cargo on or from the vessel;
 - 1.1.4. loss of, damage or detention to the Insured vessel;
 - 1.1.5. General or particular average contributions of charges ;
 - 1.1.6. salvage or towage services rendered to the Insured vessel;
 - 1.1.7. charges, disbursements and accounts received from agents, stevedores, customs, brokers, harbour authorities, or other agents and/or servants of the Assured;
 - 1.1.8. Representation of the Assured at official investigations or other enquiries in relation to the Insured vessel;
 - 1.1.9. Actions by, or against passengers intended to be or being or having been carried on the Insured Vessel, provided the carriage of passengers was approved by Underwriters;
 - 1.1.10. Actions by, or on behalf of, a State or any public body against the Assured or Insured Vessel
 - 1.1.11. Amount due from, or to, insurers, other than Underwriters

2. Excluded Costs

- 2.1. **Underwriters shall not cover under a defence entry costs:**
 - 2.1.1. **which are recoverable under the P&I, CLH or War Risks cover or any Additional Cover entry;**
 - 2.1.2. **which are subject to an exclusion and/or limitation stated in the General terms and conditions of this policy;**
 - 2.1.3. **where the dispute is with Underwriters or Underwriters's servants, agents or representatives or is between the Assured and co-Assureds;**
 - 2.1.4. **where the dispute arises under a management agreement;**
 - 2.1.5. **where there is no reasonable relationship between the amount in dispute and the costs that are likely to be incurred;**
 - 2.1.6. **where the Assured has failed to take reasonable care in the chartering of the vessel, or the position adopted by the Assured is unreasonable, or the Assured's conduct has been imprudent or improper;**
 - 2.1.7. **the Assured refuses to handle or settle the case in accordance with the recommendations of Underwriters or appoints a lawyer or other expert without the prior approval of Underwriters;**

- 2.1.8. the Assured makes concessions or enters into a settlement without the approval of Underwriters;**
- 2.1.9. where there is any other reason which Underwriters decides in its absolute discretion is sufficient reason for cover not to apply.**

3. Miscellaneous

- 3.1. Underwriters may at any stage of a dispute withdraw or limit the extent of cover for any of the reasons set out in Clause 2.
- 3.2. In the event that cover is withdrawn the Assured is liable to reimburse Underwriters for any costs which Underwriters has previously incurred.
- 3.3. Where costs are only partly covered Underwriters shall decide, in its absolute discretion, on the applicable apportionment of costs.
- 3.4. Insofar as the Assured's costs are only partly covered, Underwriters shall be entitled to any sum which the Assured recovers in respect of costs pursuant to any award, judgement or settlement agreement, and in the event that a settlement agreement does not provide or does not provide adequately for recoverable costs, Underwriters shall be entitled to such sum as it considers should have been attributable to costs pursuant to such agreement.
- 3.5. Underwriters shall decide in its absolute discretion whether a case involves one or more disputes to which a deductible applies.

4. Limitations

- 4.1. Unless otherwise agreed in writing, Defence cover per dispute is limited to _____.