The Additional Rules of the Association

Edition 2026

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RULE I - Effectiveness and Validity Clause

These Clauses are an integral part of the Certificate of Entry, shall take effect on the effective date of the Certificate of Entry, and shall have the same legal effect as the Certificate of Entry.

RULE II - Warranty and Recourse Clause

The Member(s) hereby makes an irrevocable undertaking and warranty to the Association that where any third party makes a direct claim against the Association by reason of the Association's issuance of this Certificate of Entry and/or Blue Card, and such claim falls within the scope of excluded liabilities explicitly specified under this Certificate of Entry and/or Blue Card, and simultaneously the Member(s) is in one of the following circumstances of failing to handle the relevant claim, or fails to fully pay the corresponding compensation within the reasonable period specified by the Association, the Association shall have the full and unilateral right to take measures to arrest and auction the "Vessel(s)". The term "reasonable period" as used in these Clauses shall be notified in writing to the Member(s) by the Association based on the complexity of the claim matter and the actual operating conditions of the Vessel(s); if the Association fails to notify, the reasonable period shall be 5 calendar days by default.

The specific circumstances of failing to handle the claim include but are not limited to:

1. Failing to respond to, connect with the claim matter or take necessary response measures within a reasonable period after receiving the claim notice;
2. Failing to timely provide claim-related supporting documents and files as reasonably required by the Association, or refusing to cooperate with or delaying the Association's claim investigation;
3. Refusing to negotiate a claim settlement plan with the third party or the Association without justifiable reasons, or maliciously hindering the claim handling process;
4. Failing to perform in accordance with the agreed time limit, amount and method after reaching a claim settlement agreement with the relevant party.

When exercising the aforementioned rights of arrest and auction of the "Vessel(s)", no consent from the Member(s) (and/or the Actual Owner of the Vessel(s)) shall be required. The Member(s) is deemed to have waived any property rights and defensive rights related to the "Vessel(s)", including but not limited to property ownership, possession, use, transfer, inheritance, trust, etc., if any.

Meanwhile, the Member(s) shall be liable for compensating the Association for all losses arising therefrom, including but not limited to

第 1 條 生效與效力條款

本條款為《入會證書》不可分割的組成部分，自《入會證書》生效之日起生效，與《入會證書》具有同等法律效力。

第 2 條 保證與追償條款

會員茲向協會作出不可撤銷的承諾與保證：若任何協力廠商因協會簽發本入會證書及/或藍卡向協會直接索賠，且該索賠事項屬於本入會證書及/或藍卡明確列明的除外責任範圍，同時會員存在下列未能處理相關索賠的情形之一，或未能在協會指定的合理期限內足額支付相應賠償款項的，協會有權單方、完整地採取扣押並拍賣“船舶”的措施。本條款所稱“合理期限”，由協會根據索賠事項的複雜程度、船舶運營實際情況書面通知會員；協會未通知的，默認合理期限為 5 個日曆日。

具體未能處理索賠的情形包括但不限於：

1. 收到索賠通知後未在合理期限內響應、對接索賠事宜或採取必要應對措施；
2. 未按協會合理要求及時提供索賠相關的證明檔、檔案資料，或拒絕、拖延配合協會開展索賠調查；
3. 無正當理由拒絕與協力廠商或協會協商索賠解決方案，或惡意阻礙索賠處理進程；
4. 與相關方達成索賠處理協定後，未按協定約定的期限、金額及方式履行。

協會對該船舶行使前述扣押、拍賣權利時，無需取得“會員”（和或船舶實際所有人）的同意。會員默認為放棄與該船舶有關的任何財產權利和抗辯權利，包括但不限於財產所有、佔有、使用、轉讓、繼承、信託等，如有。

同時，會員應對協會因此產生的全部損失承擔保險賠償責任，包括但不限於協會已支付的賠償款項與船舶拍賣所得款項的差額，以及訴訟費、拍賣費、律師費、保全費、鑒定費及其他因處理該等索賠、扣押及拍賣事宜產生的合理必要費用。船舶拍賣所得款項應優先用於清償本條款項下協會的損失，不足部分由會員補足，超出部分扣除相關費用後返還會員。

the difference between the compensation paid by the Association and the proceeds from the auction of the "Vessel(s)", as well as litigation fees, auction fees, attorney fees, preservation fees, appraisal fees and other reasonable and necessary expenses incurred in handling such claims, arrest and auction matters. The proceeds from the auction of the "Vessel(s)" shall first be used to settle the Association's losses under these Clauses; the insufficient part shall be made up by the Member(s), and the excess part, after deducting relevant expenses, shall be returned to the Member(s).

RULE III - Warranty Clause on Certificates and Vessel(s) Seaworthiness

第 3 條 證書與船舶適航保證條款

The Member(s) warrants and undertakes that during the insurance period, all necessary valid certificates required for the operation of the "Vessel(s)" (including but not limited to classification certificate, nationality certificate, load line certificate, Safety Management Certificate (SMC)) shall remain legally valid, and there shall be no outstanding rectification suggestions from the classification society and/or issues related to classification conditions; meanwhile, before each voyage of the "Vessel(s)", there shall be no Port State Control (PSC) deficiencies and/or outstanding relevant rectification suggestions. If the Member(s) breaches the warranty under this Clause, the Association shall have the right to refuse to assume any insurance liability under these Clauses and directly related to such breach.

會員保證並承諾，在本保險承保期內，“船舶”運營所需的全部必要有效證書（包括但不限於船級證書、國籍證書、載重線證書、安全管理證書（SMC））均持續處於合法有效狀態，且不存在任何未了結的船級社整改建議和/或船級條件相關問題；同時，“船舶”每次出航前，均無任何港口國監督（PSC）缺陷及/或未了結的相關整改建議。若會員違反本條保證，協會有權拒絕承擔本條款項下及與該違約行為直接相關的任何保險責任。

RULE IV - Warranty Clause on Restrictions on Cargo Transportation

第 4 條 貨物運輸限制保證條款

The Member(s) warrants that the "Vessel(s)" shall not load, carry or transport any cargo listed in the International Maritime Solid Bulk Cargoes Code (IMSBC) unless with the prior written consent of the Association.

會員保證“船舶”不得裝載、承運及運輸《國際海運散裝固體貨物規則》（IMSBC）中所列的任何貨物，除非經協會書面同意。

RULE V - Special Clause on Transportation of Category A Cargoes

第 5 條 A 類貨物運輸特別條款

If the "Vessel(s)" intends to load, carry and transport any cargo designated as "Category A" cargo as specified in the International Maritime Solid Bulk Cargoes Code (IMSBC) (including those liable to shift due to liquefaction), the Member(s) shall submit a qualified test report containing the complete technical indicators of the cargo (including but not limited to Transportable Moisture Limit (TML) and the actual moisture content applicable for the transportation of the cargo) to the Association for review prior to loading. The Member(s) may arrange for loading and transportation only after the Association's written approval following review; unless with the prior written consent of the Association, the Member(s) shall not arbitrarily load and transport

若“船舶”擬裝載、運載和運輸任何被指定為《國際海運散裝固體貨物規則》（IMSBC）中規定的“A 類”貨物（包括那些易因液化而發生位移的貨物），會員應在裝載前向協會提交一份包含該貨物完整技術指標（包括但不限於可運輸水分限值（TML）和適用於該貨物運輸的實際含水量）的合格測試報告，以供協會審核。協會經審核書面同意後，會員方可安排裝載運輸；除非經協會書面同意，否則會員不得擅自裝載運輸該類貨物。

such cargoes.

RULE VI - Warranty Clause on Hull Coverage

The Member(s) hereby warrants that during the entire validity period of this Certificate of Entry, the "Vessel(s)" shall at all times maintain valid hull insurance coverage. Such hull insurance shall cover the full (four-fourths) contact and collision liability of the "Vessel(s)", and the insured amount of the "Vessel(s)" stated in such hull insurance shall not be less than the actual market value of the "Vessel(s)".

第 6 條 船體險安排保證條款

會員茲保證，於本入會證書有效期內，該船舶始終維持有效的船殼險保險。該船殼險保險須承保該船舶的全額（四分之四）觸碰與碰撞責任，且該船殼險所載明的船舶投保金額不得低於該船舶的實際市場價值。

RULE VII - Exclusion Clause for Misconduct

Any liability, loss or expense arising from the misconduct of the "Member(s)" and their employees (including crew members) shall not be within the scope of insurance coverage of this insurance.
The aforementioned "misconduct" refers to:
1. Illegal acts or breaches of contract committed intentionally;
2. Acts involving gross negligence or ordinary negligence in performing duties related to this insurance;
3. Acts of willful neglect by the "Member(s)";
4. Performing or omitting an act in a manner that is sufficient to infer a reckless disregard for the possible damaging consequences of such act.

第 7 條 不當行為除外責任條款

因“會員”及其受雇人（含船員）的不當行為所導致的任何責任、損失或費用，均不屬於本保險的承保範圍。
前述“不當行為”指：
1. 出於故意實施的違法行為或違約行為；
2. 在履行與本保險相關的職責過程中存在重大過失或一般過失的行為；
3. “會員”存在蓄意疏忽的行為；
4. 以某種方式實施或忽略某項行為，該行為足以使人推斷出其對該行為可能產生的損害後果持輕率漠視態度。

RULE VIII - Political and Piracy Exclusion Clause

I. Exclusions
This Certificate of Entry (including related Blue Cards, Financial Security Certificates) shall not indemnify the Member(s) / "Vessel(s)" / Any third Parties against any loss, damage, liability or expense directly or indirectly arising out of or resulting from strikes, lockouts, labour disturbances, industrial action, riots, public demonstrations, civil commotion or any other form of civil unrest, irrespective of the nature or causation of such events.
No indemnity shall be provided under this Certificate of Entry (including related Blue Cards, Financial Security Certificates) for loss, damage, liability or expense caused by, arising from or in connection with political risks, including but not limited to acts of war (whether declared or not), invasion, rebellion, revolution, insurrection, military or usurped power, civil war, terrorism, sabotage, or any form of political violence, whether perpetrated by a government, its agencies, any other entity or individuals.
This Certificate of Entry (including related Blue Cards, Financial Security Certificates) explicitly excludes all claims for loss, damage, liability, cost or expense (including without limitation those incurred in negotiation, recovery operations, or security response) arising directly or

第 8 條 政治與海盜風險除外條款

一、除外責任
本入會證書（包括相關藍卡、財務擔保證書）不負責賠償會員/船舶/任何協力廠商因罷工、停工、勞資糾紛、工業行動、暴亂、公眾示威、內亂或任何其他形式的民事騷亂直接或間接引起或導致的任何損失、損害、責任或費用，無論該等事件的性質或成因如何。
本入會證書（包括相關藍卡、財務擔保證書）不負責賠償因政治風險引起、產生或相關的損失、損害、責任或費用，包括但不限於戰爭行為（無論是否宣戰）、入侵、叛亂、革命、起義、軍事政權或篡奪政權、內戰、恐怖主義、破壞活動或任何形式的政治暴力，無論該等行為由政府、其機構、任何其他實體或個人實施。
本入會證書（包括相關藍卡、財務擔保證書）明確排除所有因下列情形直接或間接產生的損失、損害、責任、成本或費用（包括但不限於在談判、追回行動或安全回應過程中產生的損失、損害、責任、成本或費用）的索賠：
（一）海盜行為、針對船舶的武裝搶劫或意圖

indirectly from:
(I) Acts of piracy, armed robbery against ships, or unauthorized boarding with intent to commit theft or violence;
(II) Hijacking or seizure of the "Vessel(s)" by unlawful means;
(III) Kidnapping, detention, or unlawful restraint of crew members, passengers, or other persons on board;
(IV) Payment, attempted payment, or obligation to pay ransom, extortion, or any form of coercive financial demand;
(V) Losses incurred as a consequence of complying with demands from pirates, hijackers, or kidnappers.
This exclusion shall apply regardless of whether such events are standalone occurrences or connected with other excluded perils listed herein.
II. Warranties
It shall be a condition precedent to the Association's liability hereunder that the covered "Vessel(s)":
(I) Shall at all times maintain on board appropriately trained, certified, and licensed armed security personnel, duly authorized to carry and utilize firearms in compliance with the applicable laws and regulations of the relevant jurisdictions.
(II) Shall be equipped with a secure citadel that complies with the standards prescribed by the International Maritime Organization (IMO) and is designed to provide a secure refuge for the crew in the event of a pirate attack.
(III) Shall be fitted with functional satellite tracking systems capable of transmitting real-time positional data, which systems shall be subject to continuous monitoring by a designated security operations center.
(IV) Shall conduct regular anti-piracy drills at intervals not exceeding three months, with detailed records of such drills (including dates, participants, scenarios and outcomes) retained and produced to the Insurer upon demand.
Failure to comply with any of the foregoing warranties shall entitle the Insurer to decline indemnification for any claim where such non-compliance contributed to, aggravated or otherwise caused the loss in question.

實施盜竊或暴力的未經授權登船；
（二）以非法手段劫持或扣押船舶；
（三）綁架、扣押或非法限制船員、乘客或船上其他人員的人身自由；
（四）支付、試圖支付或有義務支付贖金、勒索款項或任何形式的強制性財務要求；
（五）因遵守海盜、劫持者或綁架者的要求而產生的損失。
無論該等事件是獨立發生還是與本文所列其他除外風險相關聯，本除外責任均適用。
二、保證條款
協會根據本條款承擔責任的先決條件是，承保船舶須符合下列要求：
（一）始終在船上配備經適當培訓、持有合格證書並獲得許可的武裝安保人員，該等人員經正式授權攜帶和使用 槍支，且符合相關管轄區的適用法律法規；
（二）配備符合國際海事組織（IMO）規定標準的安全艙室，該艙室設計用於在發生海盜襲擊時為船員提供安全避難所；
（三）安裝能夠傳輸即時位置資料的功能性衛星跟蹤系統，該系統須由指定的安全運營中心進行持續監控；
（四）每不超過三個月定期開展反海盜演習，並保留該等演習的詳細記錄（包括日期、參與者、場景和結果），應保險人要求提交。
若會員未遵守上述任何保證，且該等不遵守行為促成、加重或以其他方式導致了相關損失，則保險人有權拒絕就任何相關索賠承擔賠償責任。

RULE IX - Governing Law and Jurisdiction Clause

The conclusion, effectiveness, interpretation, performance of these Insurance Clauses and any dispute arising out of or in connection with these Clauses shall be governed by English law, the Marine Insurance Act of England and the relevant practices of the London insurance market. Any dispute arising from these Clauses shall first be resolved through friendly negotiation between the parties; if negotiation fails, the dispute shall be submitted to the London Maritime Arbitrators Association (LMAA) for arbitration in accordance with its current effective arbitration rules, with three arbitrators appointed. The place of

第 9 條 管轄與適用法律條款

本保險條款的訂立、效力、解釋、履行及因本條款引起的或與本條款有關的任何爭議，均受英國法律、英國海上保險法及倫敦保險市場相關慣例管轄。因本條款產生的任何爭議，雙方應首先通過友好協商解決；協商不成的，提交倫敦海事仲裁員協會（LMAA），由三名仲裁員按 LMAA 現行有效仲裁規則進行仲裁，仲裁地為倫敦，仲裁裁決為終局裁決，對雙方均具有約束力。

arbitration shall be London, and the arbitration award shall be final and binding on both parties.

RULE X - Explanation of Clause Terms

(For the purpose of clarifying the expression, the terms used in these Clauses are uniformly defined as follows)

- Certificate of Entry: Refers to the official legal document establishing the insurance contract relationship between the Member(s) and the Association;
- Blue Card: Refers to the auxiliary legal document issued by the Association to prove the relevant circumstances of the insurance liability hereunder;
- Member(s): Refers to the insured specified in this Certificate of Entry and/or Blue Card;
- Vessel(s): Refers to the vessel(s) underwritten in this Certificate of Entry and/or Blue Card;
- Excluded Liabilities: Refers to various types of liabilities that are explicitly listed in this Certificate of Entry and these Insurance Clauses for which no compensation liability shall be assumed;
- Actual Owner of the Vessel(s): Refers to the subject that enjoys the rights of actual possession, use, benefit and disposal of the vessel(s), regardless of whether it is registered as the owner of the vessel(s);
- Port State Control (PSC): Refers to the supervision and inspection conducted by the port state authorities on foreign vessels entering its ports to ensure that the vessels comply with the requirements of international maritime conventions and relevant laws and regulations;
- International Maritime Solid Bulk Cargoes Code (IMSBC): Refers to the international mandatory code formulated by the International Maritime Organization (IMO) to regulate the safety of maritime transportation of solid bulk cargoes;
- Category A Cargo: Refers to the liquefiable solid bulk cargoes defined in the International Maritime Solid Bulk Cargoes Code (IMSBC), specifically including those liable to shift due to liquefaction;
- Transportable Moisture Limit (TML): Refers to the maximum moisture content limit of solid bulk cargoes that will not liquefy during maritime transportation and will not affect the navigational safety of the vessel(s).

第 10 條 條款術語說明

（為明確表述，對本條款所用術語統一界定如下）

- 入會證書（Certificate of Entry）：指確立會員與協會之間保險合同關係的正式法律檔；
- 藍卡（Blue Card）：指協會簽發的、用於證明本保險項下保險責任相關情況的輔助法律檔；
- 會員（Member(s)）：指本入會證書及/或藍卡所載明的被保險人；
- 船舶（Vessel(s)）：指本入會證書及/或藍卡所承保的船舶；
- 除外責任（Excluded Liabilities）：指本入會證書及本保險條款中明確列明的不承擔賠償責任的各類責任情形；
- 船舶實際所有人（Actual Owner of the Vessel(s)）：指對船舶享有實際佔有、使用、收益和處分權利的主體，無論是否登記為船舶所有人；
- 港口國監督（PSC）：指港口國當局對進入其港口的外國船舶實施的監督檢查，以確保船舶符合國際海事公約及相關法規的要求；
- 《國際海運散裝固體貨物規則》（IMSBC）：指國際海事組織（IMO）制定的、規範散裝固體貨物海運安全的國際強制性規則；
- A 類貨物（Category A Cargo）：指《國際海運散裝固體貨物規則》（IMSBC）中界定的易流態化固體散裝貨物，具體包括易因液化而發生位移的貨物；
- 可運輸水分限值（TML）：指散裝固體貨物在海運過程中不發生液化、不影響船舶航行安全的最大含水量限值。

以上中文條款僅供參考，以英文版內容為准。