

(英汉对照)

英国海上保险问答

张永坚
编著



Questions & Answers on British Marine Insurance

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内 容 提 要

英国的海上保险法律制度及其所确立的原则经历了时间的考验,已经被世界海运界和贸易界广泛地接受,并且为国际保险界所遵循。本书搜集和解答的这套关于海上保险的问题集,是由在英国参加海损理算师资格考试者为了备考而经多年不断地总结、修改、充实方集录而成的习题总汇,共 380 题,本着循序渐进的原则,提纲挈领地涉及到了这一领域的方方面面,其中涉及到的许多案例,对读者具有实用性。

本书附有海上保险术语(英汉对照)和英国海损理算师协会实务规则。

序 言

海上保险是海商法体系中的一个重要部门。虽然根据史料记载,人们普遍认为海上保险活动起源于14世纪的意大利,但是现代海上保险制度却是从17世纪起首先在英国得到发展,而英国的1906年《海上保险法》则被视为是其成熟的标志。

几十年来,英国海上保险法所确立的各项原则经历了时间的考验,已经日益被世界海运界和贸易界广泛地接受,并且为国际保险界所遵循。同时,这些原则在许多国家的保险法中亦有所体现。英国伦敦保险协会依据该法制订的各种保险条款,几乎被当作范本而为各国保险公司的保险合同条款所跟从和仿效。英国伦敦长期以来一直是全世界最重要、最活跃并居于主导地位的海上保险市场。可见,英国海上保险法的重要作用与深远影响已经不仅仅局限于其国内,从某种意义上讲,它已经具有一定的国际性。

英国的海上保险法律制度及其所确立的种种原则,对于正在不断发展着的我国海上保险事业,具有一定的甚至可以说是不可忽视的借鉴作用。因此,学习和了解一些有关英国的海上保险的理论,对于在我国从事与海上保险业务有关的各界人士来说,是不无必要和有所裨益的。

本书搜集和解答的这套关于英国海上保险的问题集,是由在英国参加海损理算师资格考试的人们为了准备参加是项考试而经多年不断地总结、修改、充实方集录而成的习题总汇。这套习题当初是经英国资深的海损理算师 R. B. Foulkes 先生向本人热诚推荐的。本人在参阅了英国的有关海上保险的著作的基础上,试将这

些问题用英文逐一答出并汇编成册。这套问答题虽然不象有关的专门论著或教科书那样详尽地对英国的海上保险制度做了全面、系统的论述,但是亦同样本着循序渐进的原则,提纲挈领地涉及到了这一领域的方方面面。因其中涉及到了许多案例,所以它具有一定的实用性。

在本书的写作过程中,本人曾得到了多方的帮助:R. B. Foulkes 先生曾经认真仔细地对本书的英文部分做过字斟句酌的批阅;本书的中文翻译和校译工作主要是由王秀娟女士和倪暹教授分别参与;杨晶、伊宾二位女士不辞劳苦地承担了本书部分原稿的誉清打印工作;大连远洋运输公司的陈英先生和赵雅、陈芳、兰天、张凌雁女士以及大连海事大学出版社副总编袁林新先生也都对本书给予了热情的帮助和鼎力支持,特致谢意。

毛泽东同志曾经这样说过:“没有文化的军队是愚蠢的军队,而愚蠢的军队是不能战胜敌人的。”在军事战争中如此,在激烈的市场竞争中亦然。面对当今世界商品大潮的冲击,本人对此仍坚信不移。

现在我们将这套关于英国海上保险问答的英、中文本对照汇编成册,取名为《英国海上保险问答》(Questions and Answers on British Marine Insurance),奉献给大家,期望能够通过我们诚实的劳动为我国的海商法学研究和海上保险事业的发展尽一份绵薄之力。随着世界经济的发展和有关研究的深入,相信会有许多新的问题被不断地提出。将来本书如有机会再版,希望届时能做适当的修改和补充。

在本书行将付梓之际,本人亦将被调离业已工作多年并一直热爱着的大连远洋运输公司。值此,请允许我对她蓬勃的发展与美好的未来表达我衷心的祝愿与祈盼。

张永坚

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