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1. INSTITUTE CARGO CLAUSES (A) 1/1/82  
太平财险(备案)[2009]N73号

**RISKS COVERED**

**Risks Clause**

1.This insurance covers all risks of loss or damage to the subject-matter insured except as provided in Clauses 4, 5, 6 and 7 below.

**General Average Clause**

2.This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and /or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance.

**"Both to Blame Collision" Clause**

3.This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim.

**EXCLUSIONS**

**General Exclusions Clause**

4.In no case shall this insurance cover

4.1 Loss damage or expense attributable to wilful misconduct of the Assured,

4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured.

4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants),

4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured,

4.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above),

4.6 loss damage or expense arising from insolvency or financial default of the owners, managers, charterers, or operators of the vessel,

4.7 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter.

**Unseaworthiness and Unfitness Exclusion Clause**

5.1 In no case shall this insurance cover loss damage or expense arising from unseaworthiness of vessel or craft, unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.

5.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.

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### **War Exclusion Clause**

6. In no case shall this insurance cover loss damage or expense caused by

6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power,

6.2 capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat,

6.3 derelict mines torpedoes bombs or other derelict weapons of war.

### **Strikes Exclusion Clause**

7. In no case shall this insurance cover loss damage or expense

7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions,

7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions,

7.3 caused by any terrorist or any person acting from a political motive.

### **DURATION**

#### **Transit Clause**

8.8.1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either

8.1.1 on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein,

8.1.2 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either,

8.1.2.1 for storage other than in the ordinary course of transit or,

8.1.2.2 for allocation or distribution, or

8.1.3 on the expiry of 60 days after completion of discharge overseas of the goods hereby insured from the overseas vessel at the final port of discharge, whichever shall first occur.

8.2 If, after discharge overseas from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

8.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

#### **Termination of Contract of Carriage Clause**

9. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 8 above, then this insurance shall also terminate unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either

9.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur, or

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9.2 if the goods are forwarded within the said period of 60 days (or any agreed extension thereof ) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.

#### **Change of Voyage Clause**

10. Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.

### **CLAIMS**

#### **Insurable Interest Clause**

11 11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.

11.2 Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

#### **Forwarding Charges Clause**

12. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder.

This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.

#### **Constructive Total Loss Clause**

13. No claim for Constructive Total loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival.

#### **Increased Value Clause**

14.14.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

14.2 Where this insurance is on Increased Value the following clause shall apply:

The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

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## **BENEFIT OF INSURANCE**

### **Not to Inure Clause**

15. This insurance shall not inure to the benefit of the carrier or other bailee.

## **MINIMISING LOSSES**

### **Duty of Assured Clause**

16. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder

16.1 to take such measures as may be reasonable for the purpose of averting or minimizing such loss, and

16.2 to ensure the all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

### **Waiver Clause**

17. Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

## **AVOIDANCE OF DELAY**

### **Reasonable Despatch Clause**

18. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

## **LAW AND PRACTICE**

### **English Law and Practice Clause**

19. This insurance is subject to English law and practice.

NOTE: -It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

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2. INSTITUTE CARGO CLAUSES ( C ) 1/1/82  
太平财险(备案)[2009]N76 号

**RISKS COVERED**

**Risks Clause**

1. This insurance covers, except as provided in Clauses 4, 5, 6 and 7 below.
  - 1.1 loss of or damage to the subject-matter insured reasonably attributable to
    - 1.1.1 fire or explosion
    - 1.1.2 vessel or craft being stranded grounded sunk or capsized
    - 1.1.3 overturning or derailment of land conveyance
    - 1.1.4 collision or contact of vessel craft or conveyance with any external object other than water
    - 1.1.5 discharge of cargo at a port of distress
  - 1.2 loss of or damage to the subject-matter insured caused by
    - 1.2.1 general average sacrifice
    - 1.2.2 jettison.

**General Average Clause**

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and / or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance.

**“Both to Blame Collision Clause”**

3. This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment “Both to Blame Collision” Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim.

**EXCLUSIONS**

**General Exclusions Clause**

4. In no case shall this insurance cover
  - 4.1 loss damage or expense attributable to wilful misconduct of the Assured
  - 4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 “packing” shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants )
  - 4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
  - 4.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against ( except expenses payable under Clause 2 above )
  - 4.6 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel
  - 4.7 deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons
  - 4.8 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and / or fusion or

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other like reaction or radioactive force or matter.

#### **Unseaworthiness and Unfitness Exclusion Clause**

5.5.1 In no case shall this insurance cover loss damage or expense arising from unseaworthiness of vessel or craft, unfitness of vessel craft container or liftvan for the safe carriage of the subject-matter insured.

Where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.

5.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.

#### **War Exclusion Clause**

6. In no case shall this insurance cover loss damage or expense caused by

6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

6.2 capture seizure arrest restraint or detainment, and the consequences thereof or any attempt thereat

6.3 derelict mines torpedoes bombs or other derelict weapons of war.

#### **Strikes Exclusion Clause**

7. In no case shall this insurance cover loss damage or expense

7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions

7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions

7.3 caused by any terrorist or any person acting from a political motive.

#### **DURATION**

##### **Transit Clause**

8.8.1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either

8.1.1 on delivery to the Consignees' or other final warehouse or storage at the destination named herein,

8.1.2 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either

8.1.2.1 for storage other than in the ordinary course of transit or

8.1.2.2 for allocation or distribution, or

8.1.3 on the expiry of 60 days after completion of discharge overseaside of the goods hereby insured from the oversea vessel at the final port of discharge, whichever shall first occur.

8.2 If, after discharge overseaside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

8.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment to transshipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

#### **Termination of Contract of Carriage Clause**

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9. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 8 above, then this insurance shall also terminate unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either

9.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur, or

9.2 if the goods are forwarded within the said period of 60 days ( or any agreed extension thereof ) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.

#### **Change of Voyage Clause**

10. Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.

### **CLAIMS**

#### **Insurable Interest Clause**

11.11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.

11.2 Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

#### **Forwarding Charges Clause**

12. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder.

This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.

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13. No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival.

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The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured therein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amount insured under all other insurances.

## **BENEFIT OF INSURANCE**

### **Not to Inure Clause**

15. This insurance shall not inure to the benefit of the carrier or other bailee.

## **MINIMISING LOSSES**

### **Duty of Assured Clause**

16. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder

16.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and

16.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly incurred in pursuance of these duties.

### **Waiver Clause**

17. Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

## **AVOIDANCE OF DELAY**

### **Reasonable Despatch Clause**

18. It is a condition of this insurance that Assured shall act with reasonable despatch in all circumstances within their control.

## **LAW AND PRACTICE**

### **English Law and Practice Clause**

19. This insurance is subject to English law and practice.

NOTE: - It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.



### 3. 国内公路货物运输保险条款（2009 版）

备案号：09IT2016000260082

太平财险(备案)[2009]N58 号

#### 保险标的范围

第一条 凡在国内经公路运输的货物均可为本保险之标的。

第二条 下列货物非经投保人与保险人特别约定，并在保险单（凭证）上载明，不在保险标的范围以内：金银、珠宝、钻石、玉器、首饰、古币、古玩、古书、古画、邮票、艺术品、稀有金属等珍贵财物。

第三条 下列货物不在保险标的范围以内：蔬菜、水果、活牲畜、禽鱼类和其它动物。

#### 保险责任

第四条 由于下列保险事故造成保险货物的损失和费用，保险人依照本条款约定负责赔偿：

- （一）火灾、爆炸、雷电、冰雹、暴风、暴雨、洪水、海啸、地陷、崖崩、突发性滑坡、泥石流；
- （二）由于运输工具发生碰撞、倾覆或隧道、码头坍塌，或在驳运过程中因驳运工具遭受搁浅、触礁、沉没、碰撞；
- （三）在装货、卸货或转载时因意外事故造成的损失；
- （四）因碰撞、挤压而造成货物破碎、弯曲、凹瘪、折断、开裂的损失；
- （五）因包装破裂致使货物散失的损失；
- （六）液体货物因受碰撞或挤压致使所用容器（包括封口）损坏而渗漏的损失，或用液体保藏的货物因液体渗漏而造成该货物腐烂变质的损失；
- （七）符合安全运输规定而遭受雨淋所致的损失；
- （八）在发生上述灾害事故时，因纷乱造成货物的散失以及因施救或保护货物所支付的直接合理的费用。

#### 责任免除

第五条 由于下列原因造成保险货物的损失，保险人不负赔偿责任：

- （一）战争、敌对行为、军事行动、扣押、罢工、暴动、哄抢；
- （二）地震造成的损失；
- （三）盗窃或整件提货不着的损失；
- （四）在保险责任开始前，保险货物已存在的品质不良或数量短差所造成的损失；
- （五）保险货物的自然损耗，本质缺陷、特性所引起的损失或费用；
- （六）市价跌落、运输延迟所引起的损失；
- （七）属于发货人责任引起的损失；
- （八）投保人、被保险人的故意行为或违法犯罪行为。

第六条 经国家有关部门认定的违法、非法货物，保险人不负赔偿责任。

第七条 其他不属于保险责任范围的损失，保险人不负赔偿责任

#### 责任起讫

第八条 保险责任自签发保险凭证后，保险货物运离起运地发货人的最后一个仓库或储存处所时起，至该保险凭证上注明的目的地的收货人在当地的第一个仓库或储存处所时终止。但保险货物运抵目的地后，如果收货人未及时提货，则保险责任的终止期最多延长至保险货物卸离运输工具后的十五天为限。

#### 保险价值和保险金额

第九条 保险价值为货物的实际价值，按货物的实际价值或货物的实际价值加运杂费确定。保险金额由投保人参照保险价值自行确定，并在保险合同中载明。保险金额不得超过保险价值。超过保险价值的，超过部分无效，保险人应当退还相应的保险费。

#### 投保人、被保险人的义务

第十条 投保人应当履行如实告知义务，如实回答保险人就保险标的或者被保险人的有关情况提出的询问。投保人故意或因重大过失未履行前款规定的如实告知义务，足以影响保险人决定是否同意承保或者提高保险费率的，

保险人有权解除保险合同。

**投保人故意不履行如实告知义务的，保险人对于保险合同解除前发生的保险事故，不承担赔偿责任，并不退还保险费。**

**投保人因重大过失未履行如实告知义务，对保险事故的发生有严重影响的，保险人对于保险合同解除前发生的保险事故，不承担赔偿责任，但应当退还保险费。**

第十一条 投保人在保险人或其代理人签发保险单（凭证）的同时，应一次交清应付的保险费。**若投保人未按照约定交付保险费，保险费交付前发生的保险事故，保险人不承担赔偿责任。**

第十二条 投保人和被保险人应当严格遵守国家及交通运输部门关于安全运输的各项规定，维护保险标的的安全。货物运输包装必须符合国家 and 主管部门规定的标准。

保险人可以对保险标的的安全状况进行检查，向投保人、被保险人提出消除不安全因素和隐患的书面建议，被保险人应该认真付诸实施。

**对于因被保险人未遵守上述约定而导致保险事故的，保险人不负赔偿责任；对于因被保险人未遵守上述约定而导致损失扩大的，保险人对扩大的损失不负赔偿责任。**

第十三条 在合同有效期内，保险标的危险程度显著增加的，被保险人按照合同约定应当及时通知保险人，保险人有权要求增加保险费或者解除合同。

**被保险人未履行前款规定的通知义务的，因保险标的危险程度显著增加而发生的保险事故，保险人不承担赔偿责任。**

第十四条 保险货物如果发生保险责任范围内的损失时，投保人或被保险人获悉后，应迅速采取合理的施救和保护措施并立即通知保险人的当地机构（最迟不超过 10 天）。

**故意或者因重大过失未及时通知，致使保险事故的性质、原因、损失程度等难以确定的，保险人对无法确定的部分，不承担赔偿责任，但保险人通过其他途径已经及时知道或者应当及时知道保险事故发生的除外。**

#### 赔偿处理

第十五条 被保险人向保险人申请索赔时，必须提供下列有关单证：

- （一）保险单（凭证）、运单（货票）、提货单、发票（货价证明）；
- （二）承运部门签发的事故签证、交接验收记录、鉴定书；
- （三）收货单位的入库记录、检验报告、损失清单及救护保险货物所支付的直接合理的费用单据；
- （四）被保险人所能提供的其他与确认保险事故的性质、原因、损失程度等有关的证明和资料。

保险人收到被保险人的赔偿请求后，应当及时就是否属于保险责任作出核定，并将核定结果通知被保险人。情形复杂的，保险人在收到被保险人的赔偿请求并提供理赔所需资料后三十日内未能核定保险责任的，保险人与被保险人根据实际情形商议合理期间，保险人在所商定的期间内作出核定结果并通知被保险人。对属于保险责任的，在与被保险人达成有关赔偿金额的协议后十日内，履行赔偿义务。

第十六条 保险货物发生保险责任范围内的损失时，保险金额等于或高于保险价值时，保险人应根据实际损失计算赔偿，但最高赔偿金额以保险金额为限；保险金额低于保险价值的，保险人对其损失金额及支付的施救保护费用按保险金额与保险价值的比例计算赔偿。保险人对货物损失的赔偿金额，以及因施救或保护货物所支付的直接合理的费用，应分别计算，并各以不超过保险金额为限。

第十七条 保险货物发生保险责任范围内的损失，如果根据法律规定或有关约定，应当由承运人或其他第三者负责赔偿部分或全部的，被保险人应首先向承运人或其他第三者提出书面索赔，直至诉讼。**保险事故发生后，保险人未履行赔偿义务之前，被保险人放弃对有关责任方请求赔偿的权利的，保险人不承担赔偿责任；**如被保险人要求保险人先予赔偿，被保险人应签发权益转让书和应向向承运人或第三者提出索赔的诉讼书及有关材料移交给保险人，并协助保险人向责任方追偿。

**由于被保险人的故意或重大过失致使保险人不能行使代位请求赔偿权利的，保险人可以相应扣减保险赔偿金。**

第十八条 经双方协商同意，保险人可将其享有的保险财产残余部分的权益作价折归被保险人，并可在保险赔偿金中直接扣除。

第十九条 被保险人与保险人发生争议时，协商解决，双方不能达成协议时，可以提交仲裁机关或法院处理。

本保险合同适用中华人民共和国法律(不包括港澳台地区法律)。

## 其他事项

第二十条 凡经公路与其他运输方式联合运输的保险货物，按相应的运输方式分别适用本条款及《铁路货物运输保险条款（2009版）》、《水路货物运输保险条款（2009版）》和《国内航空货物运输保险条款（2009版）》。

第二十一条 凡涉及本保险的约定均采用书面形式。

## 4. 公路货物运输保险附加盗窃、抢劫保险条款

### 第一条 保险责任

保险人对保险货物在保险期间内由于外来的有明显盗窃、抢劫、哄抢痕迹并经公安部门证明确系盗窃、抢劫、哄抢行为以及全车被他人诈骗所致的直接经济损失承担赔偿责任。

### 第二条 责任起迄

在保险合同有效期内，每次运输的保险责任起迄期为保险货物自运离保险凭证（保险单）上载明的起运地时起，至运抵保险凭证（保险单）载明的目的地卸离运输工具时止。但保险货物运抵目的地后，如果收货人未及时卸货，则保险责任的终止期从抵达目的地当日零时起计算最多延长 48 小时。

### 第三条 责任免除

下列原因造成保险货物的损失，保险人不负赔偿责任：

1. 保险货物被政府有关部门征用、罚没、扣押；
2. 被保险人或驾驶员与他人发生民事纠纷；
3. 投保人或被保险人的故意行为、违法犯罪行为；
4. 其他不属于保险责任范围的原因。

### 第四条 投保人或被保险人的义务

1. 投保人或被保险人获知或应当获知保险货物发生保险责任范围内的损失后，应立即向当地公安部门报案，并同时通知保险人。故意或者因重大过失未及时通知，致使保险事故的性质、原因、损失程度等难以确定的，保险人对无法确定的部分，不承担赔偿责任，但保险人通过其他途径已经及时知道或者应当及时知道保险事故发生的除外。
2. 当货物发生损失时，投保人或被保险人应采取积极有效措施制止货物损失进一步扩大，否则保险人就损失扩大部分不负赔偿责任。

### 第五条 赔偿处理

1. 被保险人向保险人索赔时，须提供出险地公安部门出具的证明；全车被骗的，须提供出险地县级以上（含县级）公安刑侦部门出具的证明。否则，保险人有权对部分或全部经济损失不负赔偿责任。
2. 本附加险责任范围内的盗窃、抢劫、哄抢所造成的保险货物的直接经济损失，在被保险人报案 30 天后未能侦破，并由被保险人出具盗窃、抢劫、哄抢事故报告、损失清单、公安部门的证明材料及被保险人所能提供的其他与确认保险事故的性质、原因、损失程度等有关的证明和资料后，保险人给予赔偿。全车被骗所致保险货物的直接经济损失，须经县级以上（含县级）公安刑侦部门立案满三个月未能侦破，被保险人出具公安部门的证明材料及保险人认为必要的其他单证后保险人给予赔偿。
3. 经公安部门破案被追回的保险货物，双方应当协商处理。
4. 保险货物发生保险责任范围内的损失时，赔偿按主险条款赔偿处理的有关规定计算赔偿金额。被盗、被抢货物的赔偿均实行 20% 的绝对免赔，全车被骗的赔偿实行 30% 的绝对免赔。

### 第六条 其他事项

本条款为《公路货物运输保险条款（2009版）》、《国内货物运输公路定额保险条款（2009版）》的附加条款。本条款与上述条款相抵触之处，以本条款为准，其他未尽事项以主险条款为准。

## 5. 协会船级条款 (01/01/2001)

### QUALIFYING VESSELS

This insurance and the marine transit rates as agreed in the policy or open cover apply only to cargoes and/or interests carried by mechanically self-propelled vessels of steel construction classed with a Classification Society which is:

- a Member or Associate Member of the International Association of Classification Societies (IACS), or
- a National Flag Society as defined in Clause 4 below, but only where the vessel is engaged exclusively in the coastal trading of that nation (including trading on an inter-island route within an archipelago of which that nation forms part).**

Cargoes and/or interests carried by vessels not classed as above must be notified promptly to underwriters for rates and conditions to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable commercial market terms.

### AGE LIMITATION

Cargoes and/or interests carried by Qualifying Vessels (as defined above) which exceed the following age limits will be insured on the policy or open cover conditions **subject to an additional premium to be agreed.**

- Bulk or combination carriers over 10 years of age or
- other vessels over 15 years of age unless they :

- 1.1. have been used for the carriage of general cargo on an established and regular pattern of trading between a range of specified ports, and do not exceed 25 years of age, or
- 1.2. were constructed as containerships, vehicle carriers or double-skin open-hatch gantry crane vessels (OHGCs) and have been continuously used as such on an established and regular pattern of trading between a range of specified ports, and do not exceed 30 years of age.

### CRAFT CLAUSE

The requirements of this Clause do not apply to any craft used to load or unload the vessel within the port area.

### NATIONAL FLAG SOCIETY

A National Flag Society is a Classification Society which is domiciled in the same country as the owner of the vessel in question which must also operate under the flag of that country.

### PROMPT NOTICE

Where this insurance requires the assured to give prompt notice to the Underwriters, the right to cover is dependent upon compliance with that obligation.

### LAW AND PRACTICE

This insurance is subject to English law and practice.

### 合格船舶

1、 本保险合同或预约保险合同所约定的保障和海上货物运输保险费率仅适用于经以下船级社定级的具有机械自航能力的钢造船舶所承运的保险标的物:

1.1 国际船级社协会的会员或准会员; 或者

1.2 下述第 4 条所定义的国旗船级社, 但该船舶应仅从事该国沿海运输 (包括从事在该国所属的群岛岛屿之间的运输);

如保险标的物不是由上述船级范围的船舶所承运, 被保险人应立即通知保险人, 并就保险费率和承保条件与保险人协商一致。对被保险

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人与保险人协商一致前发生的损失，保险人可以承保，但仅限按合理的市场保险费率和合理的市场条件予以承保。

#### **船龄限制**

2、在被保险人支付额外保险费的前提下，本保险合同或预约保险合同承保由船龄超过以下限制但符合上述规定的合格船舶所承运的保险标的物：

散装货船、多用途货船船龄超过 10 年，其它类型船舶船龄超过 15 年，但在符合下列条件下，被保险人无需支付额外保险费：

- 2.1 该船舶为在特定范围的港口之间从事固定的、有规律的杂货贸易运输的定期班轮，且船龄不超过 25 年，或
- 2.2 该船舶为持续在特定范围的港口间从事固定的、有规律的贸易运输的集装箱船、滚装船或双壳开口龙门吊机船，且船龄不超过 30 年。

#### **驳船条款**

3、本条款对船舶的要求不适用于往返于码头和船舶之间进行装载或卸载货物的驳船。

#### **国旗船级社**

4、国旗船级社是指位于船舶所有人所在国的船级社，且船舶所有人所在国必须与该船舶的船籍国相同。

#### **迅速通知**

5、被保险人应根据本条款的要求迅速通知保险人相关信息，被保险人履行上述通知义务是享有本保险项下权利的先决条件。

#### **法律与惯例**

6、本保险适用英国法律和惯例。  
本保险合同其他条款均保持不变。

## 6. Cargo ISM Endorsement (JC98/019 1 May 1998)

### 货物国际安全管理章程批单

Applicable to shipments on board Ro-Ro passenger ferries.

Applicable with effect from 1 July 1998 to shipments on board:

- 1) passenger vessels transporting more than 12 passenger and
- 2) oil tankers, chemical tankers, gas carriers, bulk carriers, and cargo high speed craft of 500 gt or more.

Applicable with effect from 1 July 2002 to shipment on board all other cargo ships and mobile offshore drilling units of 500 gt or more.

In no case shall this insurance cover loss, damage or expense where the subject matter insured is carried by a vessel that is not ISM Code certified or whose owners or operators do not hold an ISM Code Document of Compliance when, at the time of loading of the subject matter insured on board the vessel, the Assured were aware, or in the ordinary course of business should have been aware:

- a) Either that such vessel was not certified in accordance with the ISM Code.
- b) Or that a current Document of Compliance was not held by her owners or operators

As required under the SOLAS Convention 1974 as amended.

This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject matter insured in good faith under a binding contract.

适用于滚装客轮所装载的货物。

自 1998 年 7 月 1 日起适用于以下船舶所装载的货物：

- (1) 装载超过 12 名乘客的客轮；以
- (2) 油船，化学品运输船，气体运输船，散货船和 500 总吨及以上的高速货船。

自 2002 年 7 月 1 日起适用于所有其他货船和 500 总吨及以上的移动式近海钻井装置上所装载的货物。

本保险绝不承保因运输保险标的的船舶在保险标的装船时未经国际安全管理批注，或者其船东或经营人未持有国际安全管理规则合格证书，且被保险人知悉或者在通常业务过程中应该知悉

- (a) 该船舶未依据国际安全管理规则签证；
- (b) 或者该船舶的船东或经营人没有按照海上人命安全公约 1974 年修订版的要求持有该

船舶的最新符合证书；而造成的损失、损害或费用。

如果本保险转让给根据有效合同购买或同意购买保险标的的善意第三人，而该第三人根据本保险提出索赔，则不适用本除外条款。

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## 7. 协会核辐射污染、化学武器、生物武器、生化武器和电磁武器除外条款 1/10/2003

本条款应是最重要的并且高于其他一切情况的, 包括任何在与本保险中不一致的地方:

1. 本保险不能保障由下列几种货损责任或由此所造成的直接的或间接的费用或给予补偿。
  - 1.1 产生辐射的污染或受到任何核燃料, 核废料或燃烧的核废料的辐射污染所致的损失。
  - 1.2 放射性, 有毒的爆炸物或其他危险的财产, 任何核装置, 核反应堆及其核机构或元件的财产污染所致的损失。
  - 1.3 战争中使用的任何原子, 核裂变或熔解及其类似反应的辐射力和物质等武器所致的污染所致的损失。
  - 1.4 放射性、有毒的爆炸物, 其他危险的财产或被放射性物质污染的财产。此除外责任子条款不适用于核燃料之外的用于商业、农业、医疗、科学研究以及其他和平用途的放射性同位素的运输、包装、仓储、使用。
  - 1.5 任何化学武器、生物武器、生化武器或电磁武器。

本条款系本保单约定的货运险条款(以下简称“主险条款”)的附加险条款。本条款与本保单约定的主险条款的任何条文有抵触时, 以本条款为准; 本条款未尽事宜, 以主险条款为准。

## 8. 制裁国家限制及除外条款

在任何情况下, 本保险所提供的保险责任不包括那些会使保险人违反任何联合国的制裁、禁止、限制的决议、或者违反欧盟、英国或美国的贸易或经济制裁规定、法律法规的保险保障责任或者赔款责任。

## 9. Termination Of Transit Clause (Terrorism) - Jc2001/056

### 运输终止条款（恐怖行为）

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

1. Notwithstanding any provision to the contrary contained in this Policy or the Clauses referred to therein, it is agreed that in so far as this Policy covers loss of or damage to the subject-matter insured caused by any terrorist or any person acting from a political motive, such cover is conditional upon the subject-matter insured being in the ordinary course of transit and, in any event, SHALL TERMINATE:

either:

1.1 As per the transit clauses contained within the Policy,

or

1.2 on delivery to the Consignee's or other final warehouse or place of storage at the destination named herein,

1.3 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the

Assured elect to use either for storage other than in the ordinary course of transit or for allocation or distribution,

or

1.4 in respect of marine transits, on the expiry of 60 days after completion of discharge overseas of the goods hereby insured from the overseas vessel at the final port of discharge,

1.5 in respect of air transits, on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge,

whichever shall first occur.

2. If this Policy or the Clauses referred to therein specifically provide cover for inland or other further transits following on from storage, or termination as provided for above, cover will re-attach, and continues during the ordinary course of that transit terminating again in accordance with clause 1.

3. This clause is subject to English law and practice.

1. 本条款应被视为首要条款，本保险合同项下任何与本条款相抵触的约定均无效。即使本保险或其所附条款存有其他相反规定，经双方同意，本保险项下的被保险货物因任何恐怖分子或任何人出于政治动机之行为造成损失，本公司仅以该被保险货物处于正常运输过程为前提条件承担保险责任，并且本保险应当在发生下列情形之一时终止：

1.1 根据本保险项下的运输条款的约定，

或

1.2 于被保险货物交付予保险单所载目的地的收货人所属或其他最终之仓库或存储处所，

1.3 于被保险货物交付予保险单所载目的地或其之前途中之任何其他仓库或存储处所，由被保险人用作正常运送过程以外之储存或货物分配或分发，

或

1.4 就海洋运输而言，被保险货物自海轮于最终卸货港卸载完毕之日起届满 60 天，

1.5 就航空运输而言，被保险货物自飞机于最终卸货机场卸货完毕之日起届满 30 天，

以上情形以先发生者为准。



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2. 若本保险或其所附条款明确约定承保自上述储存处所或目的地出发的内陆运输或其他后续运输，则上述保险将恢复生效，并在正常运输过程中持续有效，且将根据第 1 条所述情形再次终止。
  3. 本条款以英国法律及惯例为依据

### 10.30 天通知取消保单条款

被保人或承保人在提前 30 天通知对方的情况下可以自通知中列明之日期取消本合约。但对于协会战争条款和协会罢工条款，取消通知期为 7 天；对于往/来自美利坚合众国的货运，取消期为 48 个小时。取消合约通知可以自通知订立之日的午夜始计，此通知不适用于在取消生效之前承保范围和风险。

## 11. COMMUNICABLE DISEASE EXCLUSION (applicable to all lines)

### 传染性疾病除外条款（适用于所有险种）

1. Notwithstanding any provision to the contrary within this reinsurance agreement, this reinsurance agreement excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

不论本再保险协议中存在任何与本条相反的规定，本再保险协议除外任何直接或间接由传染性疾病或对传染性疾病的恐惧或威胁（不论是客观实际的或是主观认为的）引起，贡献，导致，造成，或关联的任何性质的损失，损坏，责任，索赔，成本或费用等，不论是否有任何其他原因或事件同时或是以其他任何顺序对该损失做出贡献

2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

在本条款中，传染性疾病是指可以通过任何物质或媒介从任何生物体传播到另一生物体的任何疾病，且：

2.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

该物质或媒介包括，但不限于，病毒，细菌，寄生虫或其他生物体或其任何变体，不论是否视为活的，以及

2.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

传播的方式，不论直接或简介，包括但不限于，空气传播，体液传播，从或传向任何表面或物体，固体，液体或气体或在生物体之间的传播，以及

2.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

该疾病，物质或媒介可以导致或威胁人类健康或人类福祉的损害，或可以导致或威胁财产的损坏，恶化，价值损失，可销售性或失去使用性。

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## 12. Institute Cyber Attack Exclusion Clause

### 协会网络攻击除外条款 太平财险(备案)[2009]N88号

1.1 Subject only to clause 1.2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

1.2 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

## 13. 神秘失踪除外条款

不承保无明显盗窃痕迹、无明确原因及无确切责任方的货物丢失风险。

14. 机械、电路、电子设备功能紊乱除外，除非是承保风险造成的且存在明显的外部损害、凹陷或变形

15. 非承保责任造成的生锈、氧化变色除外。

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16. INSTITUTE WAR CLAUSES (CARGO) 1/1/82  
协会罢工险条款 (太平财险(备案)[2009]N88号)

**RISKS COVERED**

**Risks Clause**

1. This insurance covers, except as provided in Clauses 3 and 4 below, loss of or damage to the subject matter insured caused by

1.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

1.2 capture seizure arrest restraint or

detainment, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat

1.3 derelict mines torpedoes bombs or other derelict weapons of war.

**General Average Clause**

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these clauses.

**EXCLUSIONS**

**General Exclusions Clause**

3. In no case shall this insurance cover

3.1 loss damage or expense attributable to wilful misconduct of the Assured

3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured

3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)

3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured

3.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)

3.6 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel

3.7 any claim based upon loss of or frustration of the voyage or adventure

3.8 loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

**Unseaworthiness and Unfitness Exclusion Clause**

4.

4.1 In no case shall this insurance cover loss damage or expense arising from unseaworthiness of vessel or craft,

unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter

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insured is loaded therein.

4.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.

## **DURATION**

### **Transit Clause**

5.

5.1 This insurance

5.1.1 attaches only as the subject-matter insured and as to any part as that part is loaded on an overseas vessel and

5.1.2 terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that part is discharged from an overseas vessel at the final port or discharge, or on expiry of 15 days counting from midnight of the day of arrival of the vessel at the final port or place of discharge, whichever shall first occur; nevertheless, subject to prompt notice to the Underwriters and to an additional premium, such insurance

5.1.3 reattaches when, without having discharged the subject matter insured at the final port or place of discharge, the vessel sails therefrom, and

5.1.4 terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that part is thereafter discharged, from the vessel at the final (or substituted) port or place of discharge, or on expiry of 15 days counting from midnight of the day of re-arrival of the vessel at the final port or place of discharge or arrival of the vessel at a substituted port or place of discharge, whichever shall first occur.

5.2 If during the insured voyage the overseas vessel arrives at an intermediate port or place to discharge the subject matter insured for on-carriage by overseas vessel or by aircraft, or the goods are discharged from the vessel at a port or place of refuge, then, subject to 5.3 below and to an additional premium if required, this insurance continues until the expiry of 15 days counting from midnight of the day of arrival of the vessel at such port or place, but thereafter reattaches as the subject matter insured and as to any part as that part is loaded on an on-carriage overseas vessel or aircraft. During the period of 15 days the insurance remains in force after discharge only whilst the subject-matter insured and as to any part as that part is at such port or place. If the goods are on-carried within the said period of 15 days or if the insurance reattaches as provided in this Clause 5.2

5.2.1 where the on-carriage is by overseas vessel this insurance continues subject to the terms of these clauses, or

5.2.2 where the on-carriage is by aircraft, the current Institute War Clauses (Air Cargo) (excluding sendings by Post) shall be deemed to form part of this insurance and shall apply to the on-carriage by air.

5.3 If the voyage in the contract of carriage

is terminated at a port or place other than the destination agreed therein, such port or place shall be deemed the final port of discharge and such insurance terminates in accordance with

5.3.1 If the subject matter insured is subsequently reshipped to the original or any other destination, then provided notice is given to the Underwriters before the commencement of such further transit and subject to an additional premium, such insurance reattaches

5.3.2 in the case of the subject-matter insured having been discharged, as the subject matter insured and as to any part as that part is loaded on the on-carriage vessel for the voyage

5.3.3 in the case of the subject-matter not having been discharged, when the vessel sails from such deemed final port of discharge; thereafter such insurance terminates in accordance with 5.1.4.

5.4 The insurance against the risks of mines and derelict torpedoes, floating or submerged, is extended whilst the subject matter insured or any part thereof is on craft whilst in transit to or from the overseas vessel, but in no

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case beyond the expiry of 60 days after discharge from the oversea vessel unless otherwise specially agreed by the Underwriters.

5.5 Subject to prompt notice to Underwriters, and to an additional premium if required, this insurance shall remain in force within the provisions of these Clauses during any deviation, or any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment. (For the purpose of Clause 5 "arrival" shall be deemed to mean that the vessel is anchored, moored or otherwise secured at a berth or place within the Harbour Authority area. If such a berth or place is not available, arrival is deemed to have occurred when the vessel first anchors, moors or otherwise secures either at or off the intended port or place of discharge "oversea vessel" shall be deemed to mean a vessel carrying the subject matter from one port or place to another where such voyage involves a sea passage by that vessel)

### **Change of Voyage Clause**

6. Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.

7. Anything contained in this contract which is inconsistent with Clauses 3.7, 3.8 or 5 shall, to the extent of such inconsistency, be null and void.

## **CLAIMS**

### **Insurable Interest Clause**

8.

8.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.

8.2 Subject to 8.1 above, the Assured shall be

8.3 entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

### **Increased Value Clause**

9

9.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

### **9.2 Where this insurance is on Increased Value the following clause shall apply:**

The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

## **BENEFIT OF INSURANCE**

### **Not to Insure Clause**

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10. This insurance shall not inure to the benefit of the carrier or other bailee.

## **MINIMISING LOSSES**

### **Duty of Assured Clause**

11. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder

11.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and

11.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

### **Waiver Clause**

12. Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

## **AVOIDANCE OF DELAY**

### **Reasonable Despatch Clause**

13. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

## **LAW AND PRACTICE**

### **English Law and Practice Clause**

14. This insurance is subject to English law and practice.

NOTE:—It is necessary for the Assured when they become aware of an event which is “held covered” under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

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17. INSTITUTE STRIKES CLAUSES (CARGO) 1/1/82  
协会战争险条款（太平财险(备案)[2009]N88号)

**RISKS COVERED**

**Risks Clause**

1. This insurance covers, except as provided in Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by

- 1.1 strikers, locked out workmen, or persons taking part in labour disturbances, riots or civil commotions
- 1.2 any terrorist or any person acting from a political motive.

**General Average Clause**

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these clauses.

**EXCLUSIONS**

**General Exclusions Clause**

3. In no case shall this insurance cover

- 3.1 loss damage or expense attributable to wilful misconduct of the Assured
- 3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
- 3.3 loss, damage, or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
- 3.4 loss damage or expense caused by inherent vice or nature of the subject matter insured
- 3.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
- 3.6 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel
- 3.7 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot and civil commotion
- 3.8 any claim based upon loss of or frustration of the voyage or adventure
- 3.9 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/of fusion or other like reaction or radioactive force or matter.
- 3.10 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.

**Unseaworthiness and Unfitness**

**Exclusion Clause**

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4.1 In no case shall this insurance cover loss damage or expense arising from unseaworthiness of vessel or craft, unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.

4.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.

## **DURATION**

### **Transit Clause**

5

5.1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either

5.1.1 on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein.

5.1.2 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either

5.1.2.1 for storage other than in the ordinary course of transit or

5.1.2.2 for allocation or distribution, or

5.1.3 on the expiry of 60 days after completion of discharge overseas of the goods hereby insured from the overseas vessel at the final port of discharge, whichever shall first occur.

5.2 If, after discharge overseas from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

5.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 6 below) during delay beyond the control of the Assured, any deviation, forced discharge, re-shipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

### **Termination of Contract of Carriage Clause**

6 If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 5 above, then this insurance shall also terminate unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either

6.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur, or

6.2 if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 5 above.

### **Change of Voyage Clause**



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7. Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.

## **CLAIMS**

### **Insurable Interest Clause**

8

8.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.

8.2 Subject to 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

### **Increased Value Clause**

9

9.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

9.2 **Where this insurance is on Increased Value the following clause shall apply:** The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

## **BENEFIT OF INSURANCE**

### **Not to Insure Clause**

10. This insurance shall not inure to the benefit of the carrier or other bailee.

## **MINIMISING LOSSES**

### **Duty of Assured Clause**

11. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder

11.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and

11.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

### **Waiver Clause**

12. Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

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## **AVOIDANCE OF DELAY**

### **Reasonable Despatch Clause**

13. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

## **LAW AND PRACTICE**

### **English Law and Practice Clause**

14. This insurance is subject to English law and practice.

NOTE:—It is necessary for the Assured when they become aware of an event which is “held covered” under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

18. 保证被保货物必须经专业化包装并由专业承运人负责运输；
19. 保证任何偷窃、抢劫的索赔必须提供警方报告；
20. 保险标的和/或运输工具无人照看时造成的货损或灭失除外；