
海洋运输货物保险条款

(2009 版)

一、责任范围

本保险分为平安险、水渍险及一切险三种。被保险货物遭受损失时，本保险按照保险单上订明承保险别的条款规定，负赔偿责任。

(一) 平安险

本保险负责赔偿：

1. 被保险货物在运输途中由于恶劣气候、雷电、海啸、地震、洪水自然灾害造成整批货物的全部损失或推定全损。当被保险人要求赔付推定全损时，须将受损货物及其权利委付给保险人。被保险货物用驳船运往或运离海轮的，每一驳船所装的货物可视作一个整批。推定全损是指被保险货物的实际全损已经不可避免，或者恢复、修复受损货物以及运送货物到原目的地的费用超过该目的地的货物价值。

2. 由于运输工具遭受搁浅、触礁、沉没、互撞、与流冰或其他物体碰撞以及失火、爆炸意外事故造成货物的全部或部分损失。

3. 在运输工具已经发生搁浅、触礁、沉没、焚毁意外事故的情况下，货物在此前后又在海上遭受恶劣气候、雷电、海啸等自然灾害所造成的部分损失。

4. 在装卸或转运时由于一件或数件整件货物落海造成的全部或部分损失。

5. 被保险人对遭受承保责任内危险的货物采取抢救、防止或减少货损的措施而支付的合理费用，但以不超过该批被救货物的保险金额为限。

6. 运输工具遭遇海难后，在避难港由于卸货所引起的损失以及在中途港、避难港由于卸货、存仓以及运送货物所产生的特别费用。

7. 共同海损的牺牲、分摊和救助费用。

8. 运输契约订有“船舶互撞责任”条款，根据该条款规定应由货方偿还船方的损失。

(二) 水渍险

除包括上列平安险的各项责任外，本保险还负责被保险货物由于恶劣气候、雷电、海啸、地震、洪水自然灾害所造成的部分损失。

(三) 一切险

除包括上列平安险和水渍险的各项责任外，本保险还负责被保险货物在运输途中由于

外来原因所致的全部或部分损失。

二、除外责任

本保险对下列损失不负赔偿责任：

- (一) 被保险人的故意行为或过失所造成的损失。
- (二) 属于发货人责任所引起的损失。
- (三) 在保险责任开始前，被保险货物已存在的品质不良或数量短差所造成的损失。
- (四) 被保险货物的自然损耗、本质缺陷、特性以及市价跌落、运输延迟所引起的损失或费用。
- (五) 本公司海洋运输货物战争险条款和货物运输罢工险条款规定的责任范围和除外责任。

三、责任起讫

(一) 本保险负“仓至仓”责任，自被保险货物运离保险单所载明的起运地仓库或储存处所开始运输时生效，包括正常运输过程中的海上、陆上、内河和驳船运输在内，直至该项货物到达保险单所载明目的地收货人的最后仓库或储存处所或被保险人用作分配、分派或非正常运输的其他储存处所为止。如未抵达上述仓库或储存处所，则以被保险货物在最后卸载港全部卸离海轮后满六十天为止。如在上述六十天内被保险货物需转运到非保险单所载明的目的地时，则以该项货物开始转运时终止。

(二) 由于被保险人无法控制的运输延迟、绕道、被迫卸货、重新装载、转载或承运人运用运输契约赋予的权限所作的任何航海上的变更或终止运输契约，致使被保险货物运到非保险单所载明目的地时，在被保险人及时将获知的情况通知保险人，并在必要时加交保险费的情况下，本保险仍继续有效，保险责任按下列规定终止。

1、被保险货物如在非保险单所载明的目的地出售，保险责任至交货时为止，但不论任何情况，均以被保险货物在卸载港全部卸离海轮后满六十天为止。

2、被保险货物如在上述六十天期限内继续运往保险单所载原目的地或其他目的地时，保险责任仍按上述第（一）款的规定终止。

四、被保险人义务

被保险人应按照以下规定的应尽义务办理有关事项。

(一) 当被保险货物运抵保险单所载明的目的港（地）以后，被保险人应及时提货，当发现被保险货物遭受任何损失，应立即向保险单上所载明的检验、理赔代理人申请检验，如发现被保险货物整件短少或有明显残损痕迹应立即向承运人、受托人或有关当局（海关、港务当局等）索取货损货差证明。如果货损货差是由于承运人、受托人或其他有关方面的责任所造成，并应以书面方式向他们提出索赔，必要时还须取得延长时效的认证。**如未履行上述规定**

义务，保险人对有关损失不负赔偿责任。

(二)对遭受承保责任内危险的货物,被保险人和保险人都可迅速采取合理的抢救措施,防止或减少货物的损失,被保险人采取此项措施,不应视为放弃委付的表示,保险人采取此项措施,也不得视为接受委付的表示。

对由于被保险人未履行上述义务造成的扩大的损失,保险人不负赔偿责任。

(三)如遇航程变更或发现保险单所载明的货物、船名或航程有遗漏或错误时,被保险人应在获悉后立即通知保险人并在必要时加交保险费,本保险才继续有效。

(四)在向保险人索赔时,必须提供下列单证:保险单正本、提单、发票、装箱单、磅码单、货损货差证明、检验报告及索赔清单。如涉及第三者责任,还须提供向责任方追偿的有关函电及其他必要单证或文件。

被保险人未履行前款约定的单证提供义务,导致保险人无法核实损失情况的,保险人对无法核实的部分不承担赔偿责任。

(五)在获悉有关运输契约中“船舶互撞责任”条款的实际责任后,应及时通知保险人。否则,保险人对有关损失不负赔偿责任。

五、赔偿处理

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。

六、索赔期限

本保险索赔时效,从保险事故发生之日起起算,最多不超过二年。

海洋运输货物战争险条款

(2009 版)

一、责任范围

本保险负责赔偿：

- (一)直接由于战争、类似战争行为和敌对行为、武装冲突或海盗行为所致的损失。
- (二)由于上述第（一）款引起的捕获、拘留、扣留、禁制、扣押所造成的损失。
- (三)各种常规武器，包括水雷、鱼雷、炸弹所致的损失。
- (四)本条款责任范围引起的共同海损的牺牲、分摊和救助费用。

二、除外责任

本保险对下列各项，不负赔偿责任：

- (一)由于敌对行为使用原子或热核制造的武器所致的损失和费用。
- (二)根据执政者、当权者、或其他武装集团的扣押、拘留引起的承保航程的丧失和挫折而提出的任何索赔。

三、责任起讫

(一)本保险责任自被保险货物装上保险单所载起运港的海轮或驳船时开始，到卸离保险单所载明的目的港的海轮或驳船时为止。如果被保险货物不卸离海轮或驳船，本保险责任最长期限以海轮到达目的港的当日午夜起算满十五天为限，海轮到达上述目的港是指海轮在该港区内一个泊位或地点抛锚、停泊或系缆，如果没有这种泊位或地点，则指海轮在原卸货港

或地点或附近第一次抛锚、停泊或系缆。

(二)如在中途港转船，不论货物在当地卸载与否，保险责任以海轮到达该港或卸货地点的当日午夜起算满十五天为止，俟再装上续运海轮时恢复有效。

(三)如运输契约在保险单所载明目的地以外的地点终止时，该地即视为本保险目的地，仍照前述第（一）款的规定终止责任，如需运往原目的地或其他目的地时，在被保险人于续运前通知保险人并加交保险费的情况下，可自装上续运的海轮时重新有效。

(四)如运输发生绕道，改变航程或承运人运用运输契约赋予的权限所作的任何航海上的改变，在被保险人及时将获知情况通知保险人，在必要时加交保险费的情况下，本保险仍继续有效。

注：本条款系海洋运输货物保险条款（2009版）（以下简称“主险条款”）的附加条款，本条款与主险条款中的任何条文有抵触时，均以本条款为准；本条款未尽事宜，以主险条款为准。

货物运输罢工险条款

(2009 版)

一、责任范围

在保险单注明承保罢工险时，本保险对被保险货物由于罢工者，被迫停工工人或参加工潮、暴动、民众斗争的人员的行动，或任何人的恶意行为所造成的直接损失和上述行动或行为所引起的共同海损的牺牲、分摊和救助费用负赔偿责任。

二、除外责任

本保险对下列各项，不负赔偿责任：

在罢工期间由于劳动力短缺或不能履行正常职责所致的保险货物的损失，包括因此而引起的动力或燃料缺乏使冷藏机停止工作所致的冷藏货物的损失。

注：本条款系各种货物运输保险条款（以下简称“主险条款”）的附加条款，本条款与主险条款中的任何条文有抵触时，均以本条款为准；本条款未尽事宜，以主险条款为准。

PICC P&C INSTITUTE CARGO CLAUSES (A)

RISKS COVERED

- | | |
|--|---|
| <p>1 This insurance covers all risks of loss of or damage to the subject-matter insured except as provided in Clauses 4, 5, 6 and 7 below.</p> | Risks
Clause |
| <p>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.</p> | General
Average
Clause |
| <p>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.</p> | "Both to
Blame
Collision"
Clause |

EXCLUSIONS

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|--|---------------------------------|
| <p>4 In no case shall this insurance cover</p> | General
Exclusions
Clause |
| <p>4.1 loss damage or expense attributable to wilful misconduct of the Assured</p> | |
| <p>4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured</p> | |
| <p>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)</p> | |
| <p>4.4 loss damage or expense caused by inherent vice or nature of the</p> | |

	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.	
5	5.1 In no case shall this insurance cover loss damage or expense arising from	Unseaworthiness and Unfitness Exclusion Clause
	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.	
6	In no case shall this insurance cover loss damage or expense caused by	War Exclusion Clause
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	
7	In no case shall this insurance cover loss damage or expense	Strikes Exclusion Clause
7.1	caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions	

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- 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

- 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 Transit Clause
 - 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 overseaside of the goods hereby insured from the overseas vessel at the final port of discharge,
- whichever shall first occur.
- 8.2 If, after discharge overseaside 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 transhipment and during any

variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

- 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.
- 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.
- Termination of Contract of Carriage Clause
- Change of Voyage Clause

CLAIMS

- 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.
- 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
- Insurable Interest Clause
- Forwarding Charges

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. Clause

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.

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. Constructive Total Loss 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. Increased Value Clause

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.

BENEFIT OF INSURANCE

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

Clause

MINIMISING LOSSES

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

Duty of Assured Clause

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 and reasonably incurred in pursuance of these duties.

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.

Waiver Clause

AVOIDANCE OF DELAY

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

Reasonable Despatch Clause

LAW AND PRACTICE

19 This insurance is subject to English law and practice.

English Law and Practice Clause

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.

参考译文

中国人民财产保险股份有限公司

协会货物保险 A 条款

承保风险

(风险条款)

- 1 本保险承保保险标的的损失或损害的一切风险，但不包括下列第 4、5、6 和 7 条规定的除外责任。

(共同海损条款)

- 2 本保险承保根据运输合同、有关法律和惯例理算或确定的共同海损和救助费用，其产生是为了避免任何原因造成的损失或用于避免任何原因造成的损失有关，但此种原因须不是本保险第 4、5、6、7 条或其他条文除外的危险。

("双方有责碰撞"条款)

- 3 本保险扩展赔偿被保险人诸如下文可补偿的损失方面根据运输合同中的"双方有责碰撞"条款的比例责任部分。在船东根据此条款提出索赔的情况下，被保险人同意通知保险人，保险人有权自费用为被保险人对此种索赔提出答辩。

除外责任

(普通除外条款)

- 4 本保险绝不承担：
 - 4.1 可归咎于被保险人的蓄意恶行的损失、损害或费用。
 - 4.2 保险标的的通常渗漏、通常重量和体积损失、或通常磨损。
 - 4.3 保险标的的包装或准备不足或不当引起的损失、损害或费用。(在本款意义上，"包装"应视为包括集装箱和托盘内的积载，但仅适用于此种积载是本保险责任开始前进行或是由被保险人或其雇员进行之时)
 - 4.4 保险标的的固有缺陷或性质引起的损失、损害和费用

-
- 4.5 延迟直接造成的损失、损害和费用，即使该延迟是由承保风险引起的（但根据上述第 2 条支付的费用除外）
 - 4.6 因船舶的所有人、经营人、承租人或经营人的破产或经济困境产生的损失、损害或费用
 - 4.7 因使用原子或核裂变和/或聚变或其他类似反应或放射性力量或物质所制造的战争武器产生的损失、损害或费用

(不适航和不适运除外条款)

- 5 5.1 本保险绝不承保损失、损害和费用，如其起因于
 - 5.1.1 船舶或驳船不适航
 - 5.1.2 船舶、驳船、运输工具、集装箱或托盘对保险标的的安全运输不适合，而且在保险标的装于其上时，被保险人或其雇员是对这种不适航或不适运有私谋。
- 5.2 保险人放弃载运保险标的到目的地港船舶不得违反默示适航或适运保证，除非被保险人或其雇员对此种不适航或不适运有私谋。

(战争除外条款)

- 6 本保险绝不承保损失、损害和费用，如其起因于
 - 6.1 战争、内战、革命、造反、叛乱或由此引起的内乱或任何交战双方之间的敌对行为
 - 6.2 捕获、扣押、扣留、拘禁、霸押（海盗除外）和这种行为引起的后果或进行这种行为的企图
 - 6.3 被遗弃的水雷、鱼雷、炸弹或其他被遗弃的战争武器。

(罢工除外条款)

- 7 本保险绝不承保下列损失、损害和费用
 - 7.1 罢工者、被迫停工工人，或参加工潮、暴动或民变的人员造成者
 - 7.2 罢工、停工、工潮、暴动或民变造成者
 - 7.3 恐怖分子或出于政治动机而行为的人员造成者。

保险期间

(运送条款)

- 8 8.1 本保险责任始于货物运离保险单载明的地点仓库或储存处所开始运送之时，在通常运送过程中连续，终止于
 - 8.1.1 在保险单载明目的地交付到收货人的或其他最后仓库或储存处所。
 - 8.1.2 在保险单载明的目的地或之前交付的任何其他仓库或储存处所，其由被保险人用作
 - 8.1.2.1 通常运送过程以外的存储或
 - 8.1.2.2 分配或分派
 - 8.1.3 或者被保险货物在最后卸货港全部卸离海船满 60 天，以上各项以先发生者为准。

8.2 如果在最后卸货港卸离海船后,但在本保险终止之前,货物被发送到非本保险承保的目的地,本保险,在依然受前述规定的终止所制约的同时,截止于开始向此种其他目的地运送之时。

8.3 在被保险人不能控制的延迟、任何绕航、强制卸货、重装或转载期间,以及船东或承租人行使根据运输合同赋予在自由权产生的任何航海上的变更期间,本保险继续有效(但须受上述规定的终止和下述第9条规定的制约)。

(运输合同终止条款)

9 如果由于被保险人不能控制的情况,运输合同在载明的目的地以外的港口或地点终止,或运送在如同上述第8条规定的交付货物前另行终止,那么本保险也终止,但若迅速通知了保险人并在本保险有效时提出继续承保的要求,以受保险人要求的附加保险费的制约为前提,本保险继续有效。

9.1 直至货物在此种港口或地点出售并交付,或者,除非另有特别约定,直至保险货物到达此种港口或地点满60天,两者以先发生者为准,

或者

9.2 如果货物在上述60天(或任何约定的延展期间)内被运往载明的目的地或其他目的地,这是根据上述第8条的规定而终止。

(航程改变条款)

10 如果在保险责任开始后,被保险人改变了目的地,就按有待重新商定的保险费率和条件续保,但已迅速通知了保险人为前提。

索赔

(保险利益条款)

11 11.1 为了根据本保险取得赔偿,被保险人在损失发生时对保险标的须具有保险利益。

11.2 除上述第1款另有规定外,被保险人有权取得本保险承保期间发生的承保损失的赔偿,尽管该损失发生在本保险合同订立之前,除非当时被保险人知道该损失而保险人不知道。

(续运费用条款)

12. 由于本保险承保的风险作用的结果,承保保险标的的运送在根据本保险承保目的地以外的港口或地点终止,保险人补偿被保险人卸下、储存和发送保险标的至所承保的目的地而适当和合理遭受的额外费用。

不适用于共同海损和救助费用的本条规定,须受上述第4、5、6和7条包含的除外责任的制约,并且不包括由被保险人或其雇员的过错、疏忽、破产或经济困境而引起的费用。

(推定全损条款)

13. 推定全损索赔不能得到赔偿,除非由于实际全损看来不可避免,或因为恢复、重整和发运保险标的到承保目的地费用超过其抵达时的价值,而导致保险标的被合理放弃。

(增加价值条款)

14 14.1 如果对保险货物由被保险人办理了增加价值保险,货物的保险价值就应视为增加至承保损失的保险和所有增加价值保险的保险金额的总和,本保险的责任按照本保险的保险金额占此种保险金额的总和的比例计算。

索赔时被保险人须向保险人提供所有其他保险的保险金额的证据。

14.2 如果本保险是增加价值保险,应适用下述条款:货物的保险价值应视为等于由被保险人对货物办理的承保损失的原始保险和所有增加价值保险的保险金额的总和,本保险的责任按本保险的保险金额占此种保险金额的总和的比例计算。

索赔时被保险人须向保险人提供其他保险的保险金额的证据。

保险受益

(不适用条款)

15 本保险不使承运人或其他保管人受益。

尽量减少损失

(被保险人的义务条款)

16 对可取得赔偿的损失,被保险人及其雇员和代理人有义务 16.1 采取为避免或尽量减少此种损失可能是合理的措施,并

16.2 保证对承运人、保管人或其他第三方追偿的所有权利被适当保护和行使而保险人负责在可取得赔偿的损失之外补偿被保险人履行这些义务而适当和合理地招致的任何费用。

(弃权条款)

17 被保险人和保险人采取的旨在拯救、保护和恢复保险标的的措施不得视为放弃或接受委付或在其他方面损害任何一方的权利。

避免延迟

(合理速办条款)

18 本保险的条件之一是被保险人在所有其力所能及的情况下合理迅速的行动。

法律和惯例

(英国法律和惯例条款)

19 本保险受英国法律和惯例调整。

**! 注意: 被保险人在知悉根据本保险"续保"的事件发生时有必要向保险人发出迅速的通
知, 此种承保的权利取决于履行这项义务。**

PICC P&C INSTITUTE WAR CLAUSES (CARGO)

RISKS COVERED

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

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 detention, 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.

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. General Average Clause

EXCLUSIONS

3. In no case shall this insurance cover General Exclusions Clause

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.

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 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.

Unseaworthiness
and Unfitness
Exclusion
Clause

DURATION

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 oversea 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 oversea vessel at the final port or place of

Transit Clause

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-carrying 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 oversea 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 to be the final port of discharge and such insurance terminates in accordance with 5.1.2. If the subject-matter insured is subsequently re-shipped 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

5.3.1 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-carrying vessel for the voyage;

5.3.2 in the case of the subject-matter insured 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 oversea vessel, but in no 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 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)

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.*

Change of Voyage Clause

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

8. 8.1 In order to recover under this insurance the Assured must have an insurable interest

Insurable Interest Clause

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.

9. 9.1 If any Increased Value insurance is effected by the Assured on the cargo insured

Increased Value Clause

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

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

Not to Inure
Clause

MINIMISING LOSSES

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

Duty of
Assured
Clause

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.

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

Waiver
Clause

the rights of either party.

AVOIDANCE OF DELAY

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

Reasonable
Despatch
Clause

LAW AND PRACTICE

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

English Law
and Practice
Clause

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.

参考译文:

中国人民财产保险股份有限公司

协会战争险(货物)条款

承保风险

(风险条款)

1 本保险承保除下列第 3 和 4 条款规定者外的, 由下列原因造成的保险标的损失或损害

1.1 战争、内战、革命、造反、判乱或因而引起的内乱或任何交战方之间的敌对行为

1.2 由上述第 1 款承保的风险引起的捕获、扣押、扣留或羁押以及此种行为结果或任何进行此种行为的企图

1.3 被遗弃的水雷、鱼雷、炸弹或其他被遗弃战争武器。

(共同海损条款)

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- 2 本保险承保根据运输合同、准据法和惯例理算或确定的共同海损和救助费用，其产生是为了避免根据这些条款承保的风险造成的损失或与避免该损失有关。

除外责任

(普通除外条款)

- 3 本保险决不承保；
- 3.1 可归咎于被保险人的蓄意恶性的损失、损害或费用
 - 3.2 保险标的的通常渗漏、通常重量或体积损失、或通常磨损
 - 3.3 保险标的的包装或准备不足或不当引起的损失、损害或费用（在本款意义上，“包装”应视为包括集装箱或托盘内的积载，但仅适用于此种积载是在本保险责任开始前进行或是由被保险人或其雇员进行之时）
 - 3.4 保险标的固有缺陷或性质引起的损失、损害或费用
 - 3.5 迟延直接造成的损失、损害或费用，即使该延迟是由承保风险引起的（但根据上述第2条支付的费用除外）
 - 3.6 因船舶的所有人、经理人、承租人或经营人的破产或经济困境产生的损失、损害或费用
 - 3.7 基于航程或冒险的损失或受阻的任何索赔
 - 3.8 因敌对性使用原子或核裂变和/或聚变或其类似反应或放射性力量或物质所制造的战争武器产生的损失、损害或费用。

(不适航和不适运除外条款)

- 4 4.1 本保险决不承保损失、损害或费用，如其起因于
- 4.1.1 船舶或驳船不适航
 - 4.1.2 船舶、驳船、运输工全、集装箱或托盘对保险标的的安全运输不适合，而且在保险标的的装于其上时，被保险人或其雇员对此种不适航或不适运有私谋。
- 4.2 保险人放弃载运保险标的到目的港的船舶不得违反默示适航或适运保证，除非被保险人或其雇员对此种不适航或不适运有私谋。

保险期间

(运送条款)

- 5 5.1 本保险
- 5.1.1 其责任仅始于保险标的，和就其中一部分而言时的这一部分装上海船时而且
 - 5.1.2 终止于，除下文第 5.2 和 5.3 条另有规定外，保险标的，和就其中一部分而言时的这一部分在最后卸货港或地点卸离海船时，或者自船舶到达最后卸货港或地点当日午夜算起满 15 天时，二者以先发生者为准；然而以迅速通知保险人和附加的保险费为条件，此种保险
 - 5.1.3 其责任重新开始于未在最后卸货港口或地点卸下保险标的的船舶从那里开航之时，

-
- 5.1.4 终止于，除下文第 5.2 和 5.3 条另有规定外，保险标的，和就其中一部分而言时的这一部分在最后（或替代）卸货港或地点卸离船舶时，或者自船舶到达最后卸货港或地点，或到达替代港口或地点当日午夜算起满 15 天时，二者以先发生者为准；
- 5.2 如果在所保航程期间，海船抵中途港口或地点卸下保险标的有海船或航空器续运，或者货物在避难港或地点卸离船舶，那么除下列第 3 条另有规定和在保险人如此要求时支付附加的保险费外，本保险责任连续，直至自船舶到达此种港口或地点当日午夜起算届满 15 天之时，但其后于保险标的，和就其中一部分而言时的这一部分，装上续运海船或航空器时重新开始。在卸离后的 15 天期间，本保险继续有效，其条件是保险标的，和就其中一部分而言时的这一部分，处于此种港口或地点。如果货物在所述 15 天期间内被续运或保险责任按本款规定重新开始
- 5.2.1 在由海船续运的情况下，本保险责任按这些条文的条款连续，
或者
- 5.2.2 在由航空器续运的情况下，现行协会航空货物战争保险条款（邮递除外）视为本保险的一部分并适用于航空续运。
- 5.3 如果运输合同的航程在本保险约定的目的地以外的港口或地点终止，此种港口或地点视为最后卸货港，此种保险根据第 5.1.2 条终止。如果保险标的其后被重新发运到原来的或其目的地，那么以在此种继续运送开始前通知了保险人并须受附加的保险费的制约为条件，此种保险责任重新开始于
- 5.3.1 保险标的，和就其中一部分而言时的这一部分，装上续运船舶之时，如果保险标的已经卸下；
其后此种保险根据第 5.1.4 条终止。
- 5.3.2 船舶从此种认作的最后卸货港开航之时，如果保险标的没有卸下；
- 5.4 本保险扩展保险标的或其一部分位于转运到或转运自海船的驳船上期间的漂浮或水下水雷和被抛弃的鱼雷风险，但除另经保险人特别同意外，决不超过卸离海船后 60 天。
- 5.5 以受迅速通知保险人，和按保险人的要求支付附加保险费的制约为条件，在绕航或因船东或承租人根据运输合同赋予的自由权产生的航海变更期间，本保险在这些条款规定的范围内继续有效。
(第五条所指“到达”被认为是指船舶在港口当局地区界限内抛锚、系泊或以其他方式固定在一个泊位或地点。若无此种泊位或地点可用，被已在下列情况下发生，当船舶首次抛锚、系泊或以其他方式固定在预定的卸货港口或地点或之外时，认为已经到达“海船”被认为是指载运保险标的从一个港口或地点到另一个港口或地点的船舶，如果此种包含由该船运送的海上航段。)
- (航程改变条款)
- 6 如果在本保险责任开始后，被保险人改变了目的地，就按有待重新商定的保险费率和条件续保，但以立即通知了保险人为前提。
- 7 本合同中所包含的与第 3.7 或 3.8 或 5 条不一致的任何规定，其不一致之处一概无效。

索赔

(保险利益条款)

8 8.1 为了根据本保险取得赔偿, 被保险人在损失发生时对保险标的须具保险利益。

8.2 除了上述第 1 款另有规定外, 被保险人有权取得本保险承保期间发生的承保损失的赔偿, 尽管该损失产生在本保险合同订立之前, 除非当时被保险人知道该损失而保险人不知道。

(增加价值条款)

9 9.1 如果对保险货物由被保险人办理了增加价值保险, 货物保险价值就应视为增加至承保损失的本保险和所有增加价值保险的保险金额的总和, 本保险的责任按照本保险的保险金额占此保险金额的总和的比例计算。索赔时被保险人须向保险人提供所有其他保险的保险金额的证据。

9.2 如果本保险是增加价值保险, 应适用下述条款: 货物的保险价值应视为等于由被保险人对货物办理的承保损失的原始保险和所有增加价值保险的保险金额的总和的比例计算。

索赔时被保险人须向保险人提供所有其他保险的保险金额的证据。

保险受益

(不适用条款)

10 本保险不使承运人或其他保管人受益。

尽量减少损失

(被保险人的利益条款)

11 对可取得赔偿的损失, 被保险人及其雇员和代理人有义务

11.1 采取为避免或尽量减少此种损失可能是合理的措施, 并

11.2 保证对承运人、保管人或其他第三方追偿的所有权利利益被适当保护和行使, 而保险人负责在可取得赔偿的损失之外补偿被保险人履行这些义务而适当和合理地招致的任何费用。

(弃权条款)

12 被保险人和保险人采取的旨在拯救、保护或恢复保险标的的措施不得视为放弃或接受委付或在其他方面损害任何一方的权利。

避免迟延

(合理速办条款)

13 本保险的条件之一是被保险人在所有其力所能及的情况下合理迅速地行动。

法律和惯例

(英国法律和惯例条款)

14 本保险受英国法和惯例调整。

注意:被保险人在知悉本根据本保险单"续保"的事件发生时有必要向保险人发出迅速的通知,此种承保的权利取决于履行这项义务。

PICC P&C INSTITUTE STRIKES CLAUSES (CARGO)

RISKS COVERED

- | | |
|--|-------------------------------|
| <p>1. This insurance covers, except as provided in Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by</p> <p>1.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions</p> <p>1.2 any terrorist or any person acting from a political motive.</p> | <p>Risks Clause</p> |
| <p>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.</p> | <p>General Average Clause</p> |

EXCLUSIONS

- | | |
|---|----------------------------------|
| <p>3. In no case shall this insurance cover</p> <p>3.1 loss damage or expense attributable to wilful misconduct of the Assured</p> <p>3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured</p> <p>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)</p> <p>3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured</p> <p>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)</p> | <p>General Exclusions Clause</p> |
|---|----------------------------------|

-
- 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/or 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.

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 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

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

Unseaworthiness
and Unfitness
Exclusion
Clause

Transit Clause

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 overseaside of the goods hereby insured from the overseas vessel at the final port of discharge,

whichever shall first occur.

5.2 If, after discharge overseaside 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, 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.

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*

Termination of
Contract of
Carriage Clause

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.

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.*

Change of
Voyage Clause

CLAIMS

8. 8.1 In order to recover under this insurance the Assured must have an insurable

Insurable
Interest Clause

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.

9. 9.1 If any Increased Value insurance is effected by the Assured on the cargo

Increased Value
Clause

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

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

MINIMISING LOSSES

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

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.

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. Waiver Clause

AVOIDANCE OF DELAY

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

Reasonable
Despatch Clause

LAW AND PRACTICE

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

English Law and
Practice Clause

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.

参考译文:

中国人民财产保险股份有限公司

协会罢工险条款 (货物)

承保风险

- 1 本保险承保除下列 3、4 款以外, 由下列原因造成的保险标的的损失或损害
 - 1.1 罢工者, 被迫停工工人, 或参与工潮, 暴乱或民变的人员
 - 1.2 恐怖分子或出于政治动机而行为的人员
- 2 本保险承保根据运输合同、准据法和惯例理算或确定的共同海损和救助费用, 其产生是为了避免由本条款所承保的风险造成的损失或与避免该损失有关。

除外责任

3. 本保险在任何情况下对下列不负赔偿责任
 - 3.1 可归咎于被保险人的蓄意恶行的损失、损害或费用

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- 3.2 保险标的的通常渗漏、重量或体积的正常损耗、自然磨损。
 - 3.3 保险标的的包装或准备不足或不当引起的损失、损害或费用（本条所称“包装”应视为包括集装箱或托盘内的积载，但仅适用于此种积载是在本保险责任开始前进行或是由被保险人或其雇员进行之时）
 - 3.4 保险标的的本质缺陷或自然特性造成的损失、损害或费用
 - 3.5 直接由延迟引起的损失、损害或费用，即使延迟是由于承保风险引起的(但根据上述第2条可赔付的费用除外)。
 - 3.6 因船舶的所有人、经理人、承租人或经营人的破产或财务困境产生的损失、损害或费用
 - 3.7 由于任何罢工，被迫停工，工潮，暴乱或民变引起的劳动力缺乏、短缺或供应停止造成的损失、损害或费用
 - 3.8 任何基于航程受挫引起的损失
 - 3.9 因使用原子或核裂变和/或聚变或其他类似反应或放射性作用或物质所制造的战争武器造成的损失、损害或费用。
 - 3.10 战争，内战，革命，叛乱，造反或由此引发的内乱，或由交战方做出的或针对交战方做出的任何敌对行为造成的损失、损害或费用。
 - 4 4.1 本保险在任何情况下对下列原因引起的损失、损害或费用不负赔偿责任
船舶或驳船不适航，
船舶、驳船、运输工具、集装箱或托盘不适宜保险标的的安全运输
如果保险标的在装载的时候，被保险人或其受雇人对此种不适航或不适运有私谋。
 - 4.2 保险人放弃船舶必须适航和适宜将保险标的运往目的地的默式保证，除非被保险人或其受雇人对此种不适航或不适宜的情况有私谋

保险期间

- 5 5.1 本保险自货物离开保单载明启运地仓库或储存处所开始运输时生效，包括正常运输过程，终止于
 - 5.1.1 交付至保单载明目的地收货人的或其他最终仓库或储存处所
 - 5.1.2 交付至保单载明目的地之前或目的地的任何其他仓库或储存处所，由被保险人选择用作：
 - 5.1.2.1 通常运输过程之外的储存或
 - 5.1.2.2 分配或分派或者
- 5.1.3 被保险货物在最终卸货港口全部卸离海轮后满 60 天，
以上各项以先发生者为准。
- 5.2 如果在最后卸货港卸离海船后，但在本保险终止之前，货物被发送到非本保险承保的目的地，本保险，在依然受前述规定的终止所制约的同时，截止于开始向此种其他目的地运送之时。

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- 5.3 在被保险人无法控制的迟延、任何绕航、强制卸货、重装或转运期间，以及船东或承租人行使根据运输合同赋予的自由权产生的任何航海上的变更期间，本保险继续有效（但须受上述规定的终止和下述第 6 条规定的制约）。
6. 如果由于被保险人无法控制的情况，运输合同在载明的目的地以外的港口或地点终止，或运送在如同上述第 5 条规定的交付货物前另行终止，那么本保险也终止，但若迅速通知了保险人并在本保险仍有效时提出继续承保的要求，并在必要时加缴保险费的情况下，本保险继续有效，
- 6.1 直至货物在此种港口或地点出售并交付，或者，除非另有特别约定，直至保险货物到达该港口或地点满 60 天，二者以先发生者为准，
- 或者
- 6.2 如果货物在上述 60 天（或任何约定的延展期间）内被运往载明的目的地或其他目的地，直至根据上述第 5 条的规定而终止。
- 7 如果在本保险责任开始后，被保险人变更目的地，经另行商定保险费和保险条件，本保险仍然有效，但以迅速通知保险人为前提。

索赔

- 8 8.1 在发生损失时，被保险人必须对保险标的具有可保利益，才能获得本保险单项下的赔偿
- 8.2 被保险人有权按照上述 8.1 条的规定，对在本保险期间内发生的承保损失获得赔偿，即使损失发生在订立保险合同之前。但在订立保险合同时被保险人已经知悉损失，而保险人不知情者除外。
- 9 9.1 如果被保险人对本保单项下承保的货物办理任何增值保险，则货物的约定价值应视为增至本保险的保险金额加上所有承保该项损失的增值保险的保险金额的总和。本保险的责任按照本保险金额与总保险金额的比例计算。
- 被保险人提出索赔时，应向保险人提供所有其他保险的保险金额证明。
- 9.2 当本保险承保增值保险时，适用下列条款：
- 货物的约定价值应视为等于原有的保险单项下的总保额和被保险人对该项损失投保所有增值保险的保险金额的总和。本保险应按其保险金额在总保险金额中的比例承担赔偿责任。
- 被保险人提出索赔时，应向保险人提供所有其他保险的保险金额证明。

保险受益

- 10 承运人或其他受托人不得享受本保险的利益。

减少损失

- 11 就本保险承保的损失而言，被保险人及其受雇人和代理人，有义务：
- 11.1 采取合理措施，以避免或减小该损失并

11.2 保证对承运人, 受托人或其他第三方的追偿权被适当的保留和行使

保险人除赔偿责任范围内的损失以外, 还应偿付被保险人为履行上述义务产生的任何适当和合理的费用。

12 被保险人或保险人为施救, 保护或恢复保险标的所采取的措施, 不应视为放弃或接受委付的表示, 或在其他方面损害任何一方的权益。

防止延误

13 本保险的条件之一是被保险人应在任何情况下, 在其控制的范围内尽快合理采取行动。

法律和惯例

14 本保险受英国法律和惯例管辖。

**注意: 被保险人在知悉根据本保险“续保”的事件发生时有必要向保险人发出迅速的通
知, 此种承保的权利取决于履行这项义务。**

陆上运输货物保险条款

(火车、汽车)

(2009 版)

一、责任范围

本保险分为陆运险和陆运一切险二种。被保险货物遭受损失时，本保险按保险单上订明承保险别的条款规定，负赔偿责任。

(一)陆运险

本保险负责赔偿：

1、被保险货物在运输途中遭受暴风、雷电、洪水、地震自然灾害，或由于运输工具遭受碰撞、倾覆、出轨，或在驳运过程中因驳运工具遭受搁浅、触礁、沉没、碰撞，或由于遭受隧道坍塌，崖崩，或失火、爆炸意外事故所造成的全部或部分损失。

2、被保险人对遭受承保责任内危险的货物采取抢救，防止或减少货损的措施而支付的合理费用，但以不超过该批被救货物的保险金额为限。

(二)陆运一切险

除包括上列陆运险的责任外，本保险还负责被保险货物在运输途中由于外来原因所致的全部或部分损失。

二、除外责任

本保险对下列损失，不负赔偿责任：

(一)被保险人的故意行为或过失所造成的损失。

(二)属于发货人责任所引起的损失。

(三)在保险责任开始前，被保险货物已存在的品质不良或数量短差所造成的损失。

(四)被保险货物的自然损耗、本质缺陷、特性以及市价跌落、运输延迟所引起的损失或费用。

(五)本公司陆上运输货物战争险条款和货物运输罢工险条款规定的责任范围和除外责任。

三、责任起迄

本保险负“仓至仓”责任，自被保险货物运离保险单所载明的起运地仓库或储存处所开始运输时生效，包括正常运输过程中的陆上和与其有关的水上驳运在内，直至该项货物运达保险单所载目的地收货人的最后仓库或储存处所或被保险人用作分配、分派的其他储存处所为止，如未运抵上述仓库或储存处所，则以被保险货物运抵最后卸载的车站满六十天为止。

四、被保险人的义务

被保险人应按照以下规定的应尽义务办理有关事项。

(一)当被保险货物运抵保险单所载目的地以后，被保险人应及时提货，当发现被保险货物遭受任何损失，应即向保险单上所载明的检验、理赔代理人申请检验。如发现被保险货物整件短少或有明显残损痕迹，应即向承运人、受托人或有关当局索取货损货差证明。如果货损货差是由于承运人、受托人或其他有关方面的责任所造成，应以书面方式向他们提出索赔，必要时还需取得延长时效的认证。**如未履行上述规定义务，保险人对有关损失不负赔偿责任。**

(二)对遭受承保责任内危险的货物,应迅速采取合理的抢救措施,防止或减少货物损失。

否则,对因此扩大的损失,保险人不承担赔偿责任;

(三)在向保险人索赔时,必须提供下列单证:

保险单正本、提单、发票、装箱单、磅码单、货损货差证明、检验报告及索赔清单。如涉及第三者责任还须提供向责任方追偿的有关函电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。

被保险人未履行前款约定的单证提供义务,导致保险人无法核实损失情况的,保险人对无法核实的部分不承担赔偿责任。

五、赔偿处理

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。

陆上运输货物战争险条款

(火车)

(2009 版)

一、责任范围

本保险负责赔偿：

(一)直接由于战争、类似战争行为和敌对行为、武装冲突所致的损失。

(二)各种常规武器，包括地雷、炸弹所致的损失。

二、除外责任

本保险对下列各项，不负赔偿责任：

(一)由于敌对行为使用原子或热核制造的武器所致的损失和费用。

(二)根据执政者、当权者或其他武装集团的扣押、拘留引起的承保运程的丧失和挫折而提出的任何索赔要求。

三、责任起讫

(一)本保险责任自被保险货物装上保险单所载起运地的火车时开始到卸离保险单所载目的地的火车时为止。如果被保险货物不卸离火车，本保险责任最长期限以火车到达目的地的当日午夜起算满四十八小时为止。

(二)如在运输中途转车，不论货物在当地卸载与否，保险责任以火车到达该中途站的当

日午夜起算满十天为止，如货物在上述期限内重新装车续运，本保险恢复有效。

(三)如运送契约在保险单所载目的地以外的地点终止时，该地即视为本保险目的地，仍照前述第（一）款的规定终止责任。

注：本条款系陆上运输货物保险条款（2009版）（以下简称“主险条款”）的附加条款，本条款与主险条款中的任何条文有抵触时，均以本条款为准；本条款未尽事宜，以主险条款为准。

航空运输货物保险条款

(2009 版)

一、责任范围

本保险分为航空运输险和航空运输一切险二种。被保险货物遭受损失时，本保险按保险单上订明承保险别的条款负赔偿责任。

(一)航空运输险

本保险负责赔偿：

1、被保险货物在运输途中遭受雷电、火灾或爆炸或由于飞机遭受恶劣气候或其它危难事故而被抛弃，或由于飞机遭受碰撞、倾覆、坠落或失踪意外事故所造成的全部或部分损失。

2、被保险人对遭受承保责任内危险的货物采取抢救，防止或减少货损的措施而支付的合理费用，但以不超过该批被救货物的保险金额为限。

(二)航空运输一切险

除包括上列航空运输险的责任外，本保险还负责被保险货物由于外来原因所致的全部或部分损失。

二、除外责任

本保险对下列损失，不负赔偿责任：

(一)被保险人的故意行为或过失所造成的损失。

(二)属于发货人责任所引起的损失。

(三)保险责任开始前，被保险货物已存在的品质不良或数量短差所造成的损失。

(四)被保险货物的自然损耗、本质缺陷、特性以及市价跌落、运输延迟所引起的损失或费用。

(五)本公司航空运输货物战争险条款和货物运输罢工险条款规定的责任范围和除外责任。

三、责任起迄

(一)本保险负“仓至仓”责任，自被保险货物运离保险单所载明的起运地仓库或储存处所开始运输时生效，包括正常运输过程中的运输工具有内，直到该项货物运达保险单所载明目的地收货人的最后仓库或储存处所或被保险人用作分配、分派或非正常运输的其它储存处所为止。如未运抵上述仓库或储存处所，则以被保险货物在最后卸载地卸离飞机后满三十天为止。如在上述三十天内被保险的货物需转送到非保险单所载明的目的地时，则以该项货物开始转运时终止。

(二)由于被保险人无法控制的运输延迟、绕道、被迫卸货、重新装载、转载或承运人运用运输契约赋予的权限所作的任何航行上的变更或终止运输契约。致使被保险货物运到非保险单所载目的地时，在被保险人及时将获知的情况通知保险人，并在必要时加交保险费的情况下，本保险仍继续有效，保险责任按下述规定终止：

1 被保险货物如在非保险单所载目的地出售，保险责任至交货时为止，但不论任何情况，均以被保险的货物在卸载地卸离飞机后满三十天为止。

2 被保险货物在上述三十天期限内继续运往保险单所载原目的地或其它目的地时，保险责任仍按上述第(一)款的规定终止。

四、被保险人的义务

被保险人应按照以下规定的应尽义务办理有关事项。

(一)当被保险货物运抵保险单所载目的地以后,被保险人应及时提货,当发现被保险货物遭受任何损失,应即向保险单上所载明的检验、理赔代理人申请检验,如发现被保险货物整件短少或有明显残损痕迹应即向承运人、受托人或有关当局索取货损货差证明,如果货损货差是由于承运人、受托人或其它有关方面的责任所造成,并应以书面方式向他们提出索赔。必要时还须取得延长时效的认证。**如未履行上述规定义务,保险人对有关损失不负赔偿责任。**

(二)对遭受承保责任内危险的货物,应迅速采取合理的抢救措施,防止或减少货物损失。

否则,对因此扩大的损失,保险人不承担赔偿责任;

(三)在向保险人索赔时,必须提供下列单证:

保险单正本、提单、发票、装箱单、磅码单、货损货差证明、检验报告及索赔清单,如涉及第三者责任还须提供向责任方追偿的有关函电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。

被保险人未履行前款约定的单证提供义务,导致保险人无法核实损失情况的,保险人对无法核实的部分不承担赔偿责任。

五、赔偿处理

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。

航空运输货物战争险条款

(2009 版)

一、责任范围

本保险负责赔偿：

- (一)直接由于战争、类似战争行为和敌对行为、武装冲突所致的损失。
- (二)由于上述第（一）款引起的捕获、拘留、扣留、禁制、扣押所造成的损失。
- (三)各种常规武器，包括炸弹所致的损失。

二、除外责任

本保险对下列各项，不负赔偿责任：

- (一)由于敌对行为使用原子或热核制造的武器所致的损失和费用。
- (二)根据执政者、当权者或其他武装集团的扣押、拘留引起的承保航程的丧失和挫折而提出的任何索赔。

三、责任起讫

本保险责任自被保险货物装上保险单所载起运地的飞机时开始，到卸离保险单所载目的地的飞机为止。如果被保险货物不卸离飞机，本保险责任最长期限以飞机到达目的地的当日午夜起算满十五天为止。如被保险货物在中途港转运，保险责任以飞机到达转运地的当日午夜起算满十五天为止，俟装上续运的飞机时再恢复有效。

注：本条款系航空运输货物保险条款（2009 版）（以下简称“主险条款”）的附加条款，

本条款与主险条款中的任何条文有抵触时，均以本条款为准；本条款未尽事宜，以主险条款为准。

Sanction Limitation and Exclusion Clause

(JHC2010/009)

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

中文版：

制裁限制与除外条款

当保险人(再保险人)对某类风险提供保险保障,如依照保险条款对某项索赔进行赔付或给付保险金的行为使保险人(再保险人)有可能因违反联合国决议或欧盟、英国及美国其中任一国有有关贸易或经济的制裁法令或任何相关法律法规的规定而面临制裁、禁止或限制,则在以上情况下保险人(再保险人)都不应视作为该类风险提供了任何保险保障,亦不承担任何赔偿或给付保险金的责任。

说明: 本条以英文为准,中文译稿仅供参考。