

鑫安汽车保险股份有限公司 协会货物运输保险附加条款

本条款是鑫安汽车保险股份有限公司协会货物运输保险的附加险条款,只有在投保了上述保险的基础上,方可投保下列附加险。附加险条款的法律效力优于主险条款。附加险条款未尽事宜,以主险条款为准。除附加险条款另有约定外,主险中的责任免除、免赔规则、双方义务同样适用于附加险。

序号	产品名称
扩展类附加险	
K01	协会战争险条款(空运)(邮件除外)
K02	协会战争险条款(海运)
K03	协会战争险条款(邮件)
K04	协会罢工险条款(海运)
K05	协会罢工险条款(空运)
K06	协会恶意破坏损失附加条款
限制类附加险	
X01	关于计算机千年虫的条款(货物)
X02	协会电脑攻击除外条款
X03	协会放射性污染、化学、生物、生化和电磁武器排除附加条款(1/10/90)
规范类附加险	
G01	解体船条款
G02	保险单解除条款
G03	货物国际安全管理守则条例
G04	共同保险条款
G05	关税条款
G06	F. A. S 生效条款
G07	FOB 生效条款
G08	自由承运人生效条款
G09	协会船级条款 01/01/2001
G10	协会危险药品附加条款(1/5/37)
G11	1/1/34 协会替换附加条款(适用于机械)
G12	标签条款
G13	不生效条款
G14	露天堆场存储条款
G15	关于集装箱运货物的特殊条款
G16	关于有资格的船的特殊条款
G17	特别调换条款(空运)
G18	罢工注销条款
G19	运输终止条款(恐怖主义)
G20	战争险注销条款
G21	野生动植物条款

一 扩展类

K01. 协会战争险条款（空运）（邮件除外）

（一）承保风险范围

1. 除了下面条款二，这个保险包括：由下列原因引起的被保标的物的灭失和损坏。

1.1 战争、内战、革命、叛乱、起义或国内冲突，或者其他针对交战国的敌对行为。

1.2 由 1.1 涵盖的风险引起的俘获、查封、逮捕、扣押以及相应结果。

1.3 被遗弃的地雷、鱼类、炸弹或是战争中被抛弃的武器。

（二）责任免除

2. 此保险不包括下列情况：

2.1 因被保险人的不当行为而造成的灭失、损坏或费用。

2.2 被保标的物普通的泄漏、或是重量或梯级上正常的灭失、磨损。

2.3 由于标的物在包装或是准备时的不充分、不恰当而造成的灭失或是损坏。（条款 2.3 中定义的“包装”应包括被保险人或其他人员在本保险生效前从集装箱或吊斗内取出物品）

2.4 由于受保标的物固有的缺陷或性质而造成的灭失、损坏、费用。

2.5 由于空运集装箱或吊斗不合适而造成的灭失、损坏或费用、受损。而受保险人或其他人员在保险标的物装载时对这种不合适存在责任。

2.6 由于延误（即使延误是受保风险造成的）而造成的灭失、损坏或是费用。

2.7 因航空器的所有人、经理、租赁人或经营人破产或是资产拖欠而造成的灭失、损坏或是费用。

2.8 针对航海时遇到的灭失或挫折的索赔。

2.9 因恶意使用了原子弹，核裂变和（或）聚变以及其他类似放射性反应的战争而造成的灭失、损坏或是费用。

（三）有效期间

3.

3.1 这个保险

3.1.1 已被保标的物或被保险部分装到航空器上作为空运开始，保险始生效。

3.1.2 根据下述 3.2 和 3.3，保险标的物或其部分在最终目的地卸货或航空器到达最终目的地之日午夜起 15 日内（无论哪一项先发生），立即通知保险人并支付额外保险费后，本保险终止。

3.1.3 保险标的物在最终卸货地没有卸货并且航空器从那儿离开，本保险重新生效。

3.1.4 根据下述 3.2 和 3.3，保险标的物及其部分在最终卸货地从航空器上卸货，或航空器重新到达最终卸货地或到达替代卸货地当日午夜起 15 日内，本保险终止。

3.2 如果在受保运输过程中，航空器到达中间地卸货以继续空运或海运，根据下述 3.3 并支付额外保险费用后，本保险在航空器到达该地之日午夜起 15 天内继续有效。此后若受保标的物及其部分装上续运航空器或船只，则保险重新生效。在卸货后 15 天的继续有效期只在受保标的物及其部分在中间地时生效。如果在这 15 天内货物处于运输过程中，或保险如 3.2 所述重新生效：

3.2.1 若续运是通过航空器，则保险仍旧根据这些条款规定

3.2.2 若续运时通过海运，现在的战争附加条款（货运）将成为本保险的一部分，并适用于海运的继续运输。

3.3 如果航运合同规定的空运在目的地以外的其他合意地点终止，该地点将被认为是最终卸货地。保险根据 3.1.2 而终止。如果保险标的物随后被托运到原定的或其他的地点，在托运

开始前应当通知保险人，并在支付额外保险费后，保险重新生效。

3.3.1 保险标的物卸货后，标的物及其部分重新装到续运航空器上继续运输。

3.3.2 航空器离开该认定最终卸货地时保险标的物未卸货，保险根据 3.1.4 终止。

3.4 立刻通知保险人，并支付额外保险费后，虽根据航运合同赋予空运人的权利而发生航线偏差或改变的，条款规定下本保险依然有效，条款 3 中“船只”只将保险标的物从一港或一地装运到另一港（地）的船，并且在运输过程中穿过了海洋。）

4. 在本保险生效后，被保险人改变了目的地，必须将保险费所保范围和条件通知给保险人。

5. 本合同中规定若与条款 2.8、2.9 和 3 不一致，则不一致部分无效。

(四) 索赔

6.

6.1 为根据本保险获得赔偿，被保险人必需在损失期间在保险标的物上拥有获保利益。

6.2 根据上述 6.1，即使损失发生在保险合同签订之前，被保险人有权获得保险期内受保损失的赔偿，除非被保险人事先已知该损失而保险人不曾得知。

(五) 价值增加条款

7.

7.1 若任何受保货物的利益增加保险因被保险人而受到影响，合意货物价值被认为增加到受保总额。所有增生利益保险涵盖的本合同下的损失、责任为增加利益额占总受保额的部分。主张权利时，被保险人需要向保险人提供其他所有保险下受保总额及相关证据。

7.2 增生利益的保险适用下列条款：合意货物价值被认为等于最初保险和涵盖了损失的增生利益保险，并受被保险人的影响。本合同下的责任为此处受保额与受保总额的比例。被保险人提出主张时，必须向保险人提供其他所有保险的总额及相关证据。

(六) 保险的利益

8. 运送者或其他受托者不得主张该保险的利益。

(七) 减少损失

9. 关于下列可获得补偿的灭失，被保险人和其雇员有减少损失的义务。

9.1 采取合理的措施，避免或减少损失。

9.2 确保合理保护了承运人，保管人，或其它第三方的权利。除了弥补这些损失外，保险人应就其他合理的开销补偿给被保险人。

10. 被保险人或保险人为挽救、保护或恢复保险标的物而采取的措施不得视为弃权或对弃权或其他权利歧视的接受。

(八) 避免延误

11. 这个保险的前提是：被保险人要做到合理地派遣，并时刻掌控局面。

(九) 法律和惯例

12. 本保险受英国法律和惯例的管辖。

注释：被保险人确定某项事件属于被保事项，应立即通知保险人。其关于此保险的权利应与义务一致。

K02. 协会战争险条款（海运）

(一) 承保危险

（危险条款）

1. 本保险承保下列致使保险标的物损毁或灭失的危险，但以下第 3、4 条的规定除外。

1.1 战争、内战、革命、叛乱、颠覆或因而引起的内乱，或来自/对抗交战国的敌对行为。

1.2 有前述承保危险项目 1.1 条或其有关的企图所致使的捕获、扣押、拘捕、监禁或拘留。

1.3 遗弃之水雷、鱼雷、炸弹或其他武器。

(共同海损条款)

2. 本保险承保因避免保险事故所致损失的共同海损及救助费用,其理赔及确定应依据运送契约及有关的法律与习惯。

(一般除外条款)

3. 本保险无论如何不承保下列事宜:

3.1 因被保险人的故意不当行为所致之损失或费用。

3.2 保险标的物之正常漏损、重量或容量的正常减少或自然耗损。

3.3 因保险标的物之包装或配置不固、不当所致使的毁损、灭失或费用(本条款 3.3 所指的“包装”包括货柜或货箱内的堆放,但此项堆放以完成于本保险生效前或由被保险人或其受雇人所为为限)。

3.4 因保险标的物之固有瑕疵或本质所致使的毁损、灭失或费用。

3.5 直接因迟延所致使的毁损、灭失或费用,即使此项迟延是因承保危险所致使。(但上述第 2 条可支付的费用则不在此限)。

3.6 因船舶所有人、经理人、租船人或营运人的无力偿债或财务失信所引起的毁损、灭失或费用。

3.7 因游历或冒险所致使的损失和破坏。

3.8 因使用核子分裂、融合、其他类似反应或放射能—放射性物质之武器所致使的损毁、灭失或费用。

(不适航不适运除外条款)

4.

4.1 本保险无论如何不承保下列事项所引起的毁损、灭失或费用:船舶或驳船不适合安全航行。

船舶、驳船、运输工具、货柜或货箱不适合保险标的物的安全装运。

但上述不适航、不适运以被保险人或其受雇人于保险标的物装船时已知情为限。

4.2 保险人放弃违反船舶适航及适运保险标的物至目的地的任何默许的保证,但被保险人或其受雇人对于此项不适航或不适运已知情者则不在此限。

(二) 保险期间

(运送条款)

5.

5.1 本保险

5.1.1 自保险标的物或任何部分载上越洋货轮开始生效。

5.1.2 止于保险标的物或任何部分在最终目的港口或卸货地由越洋货轮上卸下。

或由货轮抵达最终目的港或卸货地当天子夜起届满 15 天。

以上两种终止情形,以孰先者为准(但仍受以下第 5.2 和 5.3 条的限制)。

虽然如此,如果保险人立即接获通知并加收保险费,则本保险

5.1.3 在保险标的物仍未由最终目的港或卸货地卸货,而货轮亦从那里离开时持续有效。

5.1.4 止于保险标的物或任何部分在其后于最终(或替代)目的港或卸货地由货轮卸下或由货轮重新抵达最终目的港或卸货地或抵达替代目的港或卸货地当天之子夜起届满 15 天。

以上两种终止情形以孰先者为准(但仍受以下第 5.2 和 5.3 条的限制)

5.2 在被保航程中,保险标的物到达并于一中途港口或卸货地由越洋货轮卸下,再由另一越洋货轮或飞机转运,又或在一避风港口,地方卸货,依据以下 5.3 条并于必要时加收保费,本保险在由货轮到达该港口或地方起届满 15 天内仍然有效。本保险亦可自保险标的物或任何部分载上转运的越洋货轮或飞机开始重新生效。在此 15 天期限内,被卸下的保险标的物或任何部分只有仍在该港口或地方,本保险才能继续生效。若货物在此 15 天期限内已在转运中,又或若本保险根据第 5.2 条重新任命生效时:

5.2.1 当转运由越洋货轮进行，本保险将依据本条款的条件继续执行。

5.2.2 当转运由飞机进行，协会战争条款（空运货物）（不包括邮递货物）将成为本保险的一部分并应用于有关空中运输的地方。

5.3 若航程终止于运输契约列明目的地以外的港口或地方，那该港口或地方将被视为最终卸货港

依据第 5.1.2 条，本保险亦于这时终止。若保险标的物随后需再装船运送到原来或其他目的地，如果保险人在另一次运送开始前接获通知并加收保费，则本保险自

5.3.1 在保险标的物已经卸下完毕，而保险标的物或任何部分载上作转运的货轮；

5.3.2 在保险标的物没有卸下，而货轮由该被视为最终卸货港口航行离开开始生效。

5.4 本保险有关于被遗弃之水雷，鱼雷和地雷，不论是漂浮的或是埋没的危险，当保险标的物或任何部分在船舶或飞机中并正在运送到或正由越洋货轮运送出来时，一般可于延长。但除非得到核保人的特殊批准，此期间一般不超过货物由越洋货轮卸下起届满 60 天。

5.5 若保险人立即接获通知并于必要时加收保费，本保险对于依据运送契约授权船东或船舶租用人自由载重而产生的任何危险变更的期间内继续有效。

在第 5 条中，“到达”指货轮已抛锚、拴缆或由港口管辖当局的停泊处保护。若该停泊处不存在，到达被认为出现于当货轮首次抛锚、拴缆或由可能的卸货港或地方保护。

“越洋货轮”指运载保险标的物由一港口或地方到另一个地方的货轮，而改航程需横越海洋。（航程变更条款）

6. 本保险生效后，如被保险人变更目的地，应立即通知保险人，使本保险继续有效，但须另行议定保险费和条件。

7. 在本合约中任何与条款第 3.7、3.8 或 5 条不符合的地方，将视作无效。

(三) 理赔

（保险利益条款）

8.

8.1 被保险人在损害发生时，须对被保险标的物具有保险利益，始能要求保险赔偿。

8.2 依上述 8.1 的约定，被保险人对保险期间内所发生被保物的损失，有权利要求赔偿，即使损失发生于保险契约签订之前，但被保险人知道损害已经发生而保险人不知情，则不在此限。

（增值条款）

9.

9.1 若被保险人对本保险的货物投保增加保险价值时，该货物的协议价值应视同承保货物保险总价值与增加保险价值之和，而本保险之责任则按其保险金额占上述保险总金额之比例分担。索赔时被保险人须向保险人提出所有其他保险有关保险金额的证明。

9.2 本保险为增值保险时，必须适用下列条款：

被保险人投保同一损害危险的增值保险，该货物的协议价值应视为原保险与全部增值保险二者金额的总和，而本保险的责任则按其保险金额占上述保险总金额的比例分担。索赔时被保险人须向保险人提出所有其他保险有关保险金额的证明。

(四) 保险的利益

（不受益条款）

10. 运送人或其他受托人不得妄用本保险的利益。

(五) 损失的减轻

（被保险人义务条款）

11. 被保险人及其受雇人及代理人对保险的可赔损失，应尽下列义务：

11.1 应采取避免或减轻上述损失的适当措施。

及

11.2 一切对抗运送人—受托人或者其他第三者的权利应予适当保留及行使。保险人同意除本保险可得任何损失赔偿外,对于被保险人为履行上述义务所作适当、合理支出的一切费用另予补偿。

(放弃条款)

12. 被保险人或保险人为救助、保护或回复保险标的物所采取的措施,不得视为对委付的放弃,或为损害任何一方当事人的权益。

(六) 迟延之避免

(合理处理条款)

13. 被保险人在其所能控制的一切情况下应作出合理而迅速的处理,此为本保险的必要条件。

(七) 法律及惯例

(法律及惯例条款)

14. 本保险以英国法律及惯例为依据。

注意:当被保险人知悉本保险为“暂予投保”的情况发生时,应立即通知保险人。而此保险的权利,则依据被保险人对上述通知义务的履行。

K03. 协会战争险条款(邮件)

(一) 受保风险

1. 本保险涵盖了除以下第 3 条中所列以外的标的物灭失或损坏。

1.1 战争、内战、革命、叛乱、起义或国内冲突以及其他针对敌对国的不友好行为

1.2 因 1.1 中的风险而发生的俘虏、抓获、逮捕、限制或扣留以及相应后果。

1.3 战争遗留地雷、鱼雷、炸弹或其他武器。

2. 本保险涵盖了共同海损和海上救助费用以及为避免损失而发生费用,并根据租船货运合同和管辖法律进行调整和决定。

(二) 责任免除

3. 本保险不包括下列情况:

3.1 因被保险人的不当行为而发生的灭失、损失和费用。

3.2 被保标的物普通的泄漏,或是重量或体积上正常的灭失、磨损。

3.3 由于标的物在包装或是准备时的不充分、不恰当而造成的灭失或损坏。(条款 3.3 中定义的“包装”应包括被保险人或其人员在本保险生效前从集装箱或吊斗内取出物品。

3.4 由于受保标的物固有的缺陷或性质而造成的灭失,损坏,费用。

3.5 由于延误(即使延误是由受保风险造成的)而造成的灭失,损坏或是费用(上述第 2 条规定的费用除外)。

3.6 针对航海时遇到的灭失或挫折的索赔。

3.7 因恶意使用应用了原子弹,核裂变和/或聚变以及其他类似放射性反应的战争武器而造成的灭失,损坏或费用。

(三) 有效期间

4. 本保险自保险标的物及其部分在保险指定地点离开发送人的控制作为运输开始,持续期间排除受保标的物在包装人控制下的时期,直到受保标的物及其部分送达到邮局包裹上的地址时,本保险终止。

5. 本合同中与第 3.6、3.7 和 4 条不一致部分无效。

(四) 索赔

6.

6.1 为根据本保险获得赔偿,被保险人必需在损失期间在保险标的物上拥有获保利益。

6.2 根据上述 6.1，即使损失发生在保险合同签订之前，被保险人有权获得保险期内受保损失的赔偿，除非被保险人事先已知该损失而保险人不曾得知。

(五)减少损失

7. 关于下列可获得补偿的灭失，被保险人和其雇员有减少损失的义务。

7.1 采取合理的措施，避免或减少损失。

7.2 确保合理保护了承运人，保管人，或其它第三方的权利。除了弥补这些损失外，保险人应就其他合理的开销补偿给被保险人。

8. 被保险人或保险人为挽救、保护或恢复保险标的物而采取的措施不得视为弃权或对弃置或其他权利歧视的接受。

(六)避免延误

9. 这个保险的前提是：被保险人要做到合理地派遣，并时刻掌控局面。

(七)法律和惯例

10. 本保险受英国法律和惯例的管辖。

K04. 协会罢工险条款（海运）

(一)承保风险

1. 本保险承保下列致使保险标的物损毁或灭失的风险，但以下第 3 条和 4 条的规定除外

1.1 由于罢工工人、停工工人、或参与劳工骚扰、暴动或内乱的人所致者

1.2 由于任何恐怖份子或因政治动机的行为所致者。

2. 本保险承保因避免保险事故所致损失的共同海损及救助费用，关于其理算或认定应依据运送契约及适用的法律与惯例。

(二)除外事项

3. 本保险无论如何不承保下列事项

3.1 因被保险人的故意不当行为所致使的损毁灭失或费用

3.2 保险标的物之正常漏损、重量或容量的正常减少或自然耗损

3.3 因保险标的物之包装或配置不固、不当所致使的毁损、灭失或费用（本条款 3.3 所指的“包装”包括货柜或货箱内的堆放，但此项堆放以完成于本保险生效前或由被保险人或其受雇人所为为限）

3.4 因保险标的物之固有瑕疵或本质所致使的毁损、灭失或费用

3.5 直接因迟延所致使的毁损、灭失或费用，即使此项迟延是因承保危险所致使（但上述第 2 条可支付的费用则不在此限）

3.6 因船舶所有人、经理人、租船人或营运人的无力偿债或财务失信所引起的毁损、灭失或费用

3.7 由于罢工、停工、劳工骚扰、暴动或内乱所致使任何类型劳工的缺席、不足或拒绝工作下所造成的毁损灭失或费用

3.8 任何于一般航程中或意外时致使的损失及破坏的索赔

3.9 因使用核子分裂、融合、其他类似反应或放射能—放射性物质之武器所致使的损毁、灭失或费用。

4.

4.1 本保险无论如何，不承保下列事项所引起的毁损灭失或费用

船舶或驳船不适合安全航行

船舶、驳船、运输工具、货柜或货箱不适合保险标的物的安全装运

但上述不适航、不适运，以被保险人或其受雇人于保险标的物装船时已知道为限

4.2 保险人放弃违反船舶适航及船舶保险标的物至目的地的任何默许的保证，但被保险人或

其受雇人对于此项不适航或不适运已知道的则不在此限。

(三) 保险期间

5.

5.1 本保险自货物离开本保险单所载明地点的仓库或储存处所开始运输时生效。经正常的运送过程，于下述的其一情况下为止

5.1.1 交付与本保险单所载明目的地受货人所属或其他最终的仓库或储存处所

5.1.2 交付与本保险单所载明目的地或其途中任何其他仓库或储存处所，而由被保险人用为：

5.1.2.1 正常运送过程以外的货物储存

或

5.1.2.2 货物的分配或分发

或

5.1.3 被保险货物自货轮于最终卸货港卸下完毕之日起届满 60 天。

以上三种终止情形以最先发生的为准。

5.2 如被保险货物于最终卸货下完后，而在本保险尚未终止时，却再运往本保险单所载明以外的其他目的地时，那本保险的效力，除仍受前述保险终止的约定限制外，应于该货物开始再运往其他目的地时终止。

5.3 本保险对于非由被保险人所能控制的迟延、偏航、被迫卸货、重运或转船，以及依据运送契约授权船东或船舶租用人自由载重而产生的任何危险变更的期间内继续有效（但仍受上述终止约定，及以下第 6 条的限制）

6. 在被保险人无法控制的情况下，运送契约在原订目的港以外的港口或地点终止，或因其他缘故在货物未能如前述第 5 条的约定交货前，该运送已告终止时，则本保险亦同时终止，除非保险人立即接获通知并被要求继续保险效力，并于必要时加收保险费，则本保险仍然有效，并于下述的其一情况下为止。

6.1 货物已在该港或该地出售并交付，又如无其他特别的约定，则以被保险货物到达该港或该地届满 60 天，二者以最先发生的情况为准

6.2 如货物在上述 60 天内（或任何协议延长的期间内）运往本保险所订的目的地或其他目的地时，本保险的效力依上述第 5 条的约定终止。

7. 本保险生效后，如被保险人变更目的地，应立即通知保险人，使本保险继续有效，但须另行约定保险费和条件。

(四) 理赔

8.

8.1 被保险人在损害发生时，须对被保险标的物具有保险利益，始能要求保险赔偿。

8.2 依上述 8.1 的约定，被保险人对保险期间内所发生被保物的损失，有权利要求赔偿，即使损失发生于保险契约签订之前，但被保险人知道损害已经发生而保险人不知情，则不在此限。

9.

9.1 若被保险人对本保险的货物投保增加保险价值时，该货物的协议价值应视同承保货物保险总价值与增加保险价值之和，而本保险之责任则按其保险金额占上述保险总金额之比例分担。索赔时被保险人须向保险人提出所有其他保险有在保险金额的证明。

9.2 本保险为增值保险时，必须适用下列条款：

被保险人投保同一损害危险的增值保险，该货物的协议价值应视为原保险与全部增值保险二者金额的总和，而本保险的责任则按其保险金额占上述保险总金额的比例分担。索赔时被保险人须向保险人提出所有其他保险有关保险金额的证明。

(五) 保险的利益

10. 运送人或其他受托人不得妄用本保险的利益。

(六) 损失的减轻

11. 被保险人及其受雇人及代理人对保险的可赔损失，应尽下列义务：

11.1 应采取避免或减轻上述损失的适当措施。

及

11.2 一切对抗运送人—受托人或其他第三者的权利应予适当保留及行使。保险人同意除本保险可得之任何损失赔偿外，对于被保险人为履行上述义务所作适当、合理支出的一切费用另予补偿。

12. 被保险人或保险人为救助、保护或回复标的物所采取的措施，不得视为对委付的放弃，或为损害任何一方当事人的权益。

(七) 迟延之避免

13. 被保险人在其所能控制的一切情况下应作合理而迅速的处理，此为本保险的必要条件。

(八) 法律及惯例

14. 本保险以英国法律及惯例为依据。

注意：当被保险人知悉本保险为“暂予投保”的情况发生时，应立即通知保险人。而此保险的权利，则依据被保险人对上述通知义务的履行。

K05. 协会罢工险条款（空运）

(一) 承保风险

（风险条款）

1. 本保险承保下列致使保险标的物损毁或灭失的风险，但以下第2条除外

1.1 由于罢工工人、停工工人、或参与劳工骚扰、暴动或内乱的人所致者

1.2 由于任何恐怖份子或因政治动机的行为所致者。

(二) 除外事项

（一般除外条款）

2. 本保险无论如何不承保下列事项

2.1 因被保险人的故意不当行为所致使的毁损灭失或费用

2.2 保险标的物之正常漏损、重量或容量的正常减少或自然耗损

2.3 因保险标的物之包装或配置不固、不当所致使的毁损、灭失或费用（本条款2.3所指的“包装”包括货柜或货箱内的堆放，但此项堆放以完成于本保险生效前或由被保险人或其受雇人所为为限）

2.4 因保险标的物之固有瑕疵或本质所致使的毁损、灭失或费用

2.5 由于飞机、运输工具、货柜或货箱不适合保险标的物的安全装运所致使的毁损灭失或费用。但上述不适运以被保险人或其受雇人于保险标的物的装船时已知情为限

2.6 直接因迟延所致使的毁损、灭失或费用，即使此项迟延是因承保危险所致使

2.7 因船舶所有人、经理人、租船人或营运人的无力偿债或财务失信所引起的毁损、灭失或费用

2.8 由于罢工、停工、劳工骚扰、暴动或内乱所致使任何类型劳工的缺席、不足或拒绝工作下所造成的毁损灭失或费用

2.9 任何于一般航程中或意外时致使的损失及破坏的索赔

2.10 因使用核子分裂、融合、其他类似反应或放射能—放射性物质之武器所致使的毁损、灭失或费用

2.11 由于战争、内战、革命、叛乱、颠覆或因而引起的内乱，或来自/对抗交战国的敌对行为所致使的毁损灭失或费用。

(三) 保险期间

(运送条款)

3.

3.1 本保险自货物离开本保险单所载明地点的仓库或储存处所开始运输时生效。经正常的运送过程，于下述的其一情况为止

3.1.1 交付与本保险单所载明目的地受货人所属或其他最终的仓库或储存处所

3.1.2 交付与本保险单所载明目的地或其途中任何其他仓库或储存处所，而由被保险人用为：

3.1.2.1 正常运送过程以外的货物储存，或

3.1.2.2 货物的分配或分发；

或

3.1.3 被保险货物自货轮于最终卸货港卸下完毕之日起届满 60 天。

以上三种终止情形以最先发生的为准。

3.2 如被保险货物于最终卸货下完后，而在本保险尚未终止时，却再运往本保险单所载明以外的其他目的地时，那本保险的效力，除仍受前述保险终止的约定限制外，应于该货物开始再运往其他目的地时终止

3.3 本保险对于非由被保险人所能控制的迟延、偏航、被迫卸货、重运或转船，以及依据运送契约授权船东或船舶租用人自由载重而产生的任何危险变更的期间内继续有效（但仍受上述终止约定，及以下第 4 条的限制）。

4.（运送契约终止条款）

在被保险人无法控制的情况下，运送契约在原订目的港以外的港口或地点终止，或因其他缘故在货物未能如前述第 3 条的约定交货前，该运送已告终止时，则本保险亦同时终止，除非被保险人立即接获通知并被要求继续保险效力，并于必要时加收保险费，则本保险仍然有效，并于下述的其一情况下为止。

4.1 货物已在该港或该地出售并交付，又如无其他特别的约定，则以被保险货物到达该港或该地届满 30 天，二者以最先发生的情况为准

4.2 如货物在上述 30 天内（或任何协议延长的期间内）运往本保险所订的目的地或其他目的地时，本保险的效力依上述第 3 条的约定终止。

5.（航程变更条款）

本保险生效后，如被保险人变更目的地，应立即通知保险人，使本保险继续有效，但须另行恰定保险费和条件。

(四) 理赔

（保险利益条款）

6.

6.1 被保险人在损害发生时，须对被保险标的物具有保险利益，始能要求保险赔偿。

6.2 依上述 6.1 的约定，被保险人对保险期间内所发生被保物的损失，有权利要求赔偿，即使损失发生于保险契约签订之前，但被保险人知道损害已经发生而保险人不知情，则不在此限。

（增值条款）

7.

7.1 若被保险人对本保险的货物投保增加保险价值时，该货物的协议价值应视同承保货物保险总价值与增加保险价值之和，而本保险之责任则按其保险金额占上述保险总金额之比例分担。索赔时被保险人须向保险人提出所有其他保险有关保险金额的证明。

7.2 本保险为增值保险时，必须适用下列条款：

被保险人投保同一损害危险的增值保险，该货物的协议价值应视为原保险与全部增值保险二

者金额的总和，而本保险的责任则按其保险金额占上述保险总金额的比例分担。索赔时被保险人须向保险人提出所有其他保险有关保险金额的证明。

(五) 保险的利益

(不受益条款)

8. 运送人或其他受托人不得妄用本保险的利益。

(六) 损失的减轻

(被保险人义务条款)

9. 被保险人及其受雇人及代理人对保险的可赔损失，应尽下列义务：

9.1 应采取避免或减轻上述损失的适当措施

及

9.2 一切对抗运送人—受托人或其他第三者的权利应予适当保留及行使。保险人同意除本保险可得任何损失赔偿外，对于被保险人为履行上述义务所作适当、合理支出的一切费用另予补偿。

(放弃条款)

10. 被保险人或保险人为救助、保护或回复保险标的物所采取的措施，不得视为对委付的放弃，或为损害任何一方当事人的权益。

(七) 迟延之避免

(合理处置条款)

11. 被保险人在其所能控制的一切情况下应作合理而迅速的处理，此为本保险的必要条件。

(八) 法律及惯例

(法律及惯例条款)

12. 本保险以英国法律及惯例为依据。

注意：当被保险人知悉本保险为“暂予投保”的情况发生时，应立即通知保险人。而此保险的权利，则依据被保险人对上述通知义务的履行。

K06. 协会恶意破坏损失附加条款

鉴于支付了附加保险费，经协定，责任免除条款即“由于任何人的不正当行为而故意损坏受保标的物”被认为应被删除，这项保险包括了因为恶意破坏行为而造成受保标的物的灭失或损坏，本保险的其他免责条款不变。

二 限制类

X01. 关于计算机千年虫的条款（货物）

此条款仅适用于储存中的下列利益，不适用于运输中的利益：

1. 冷却的和冷冻的货物
2. 钱、有价证券等
3. 珍贵金属、珠宝、珍珠、铍、钨和其他稀有金属
4. 象牙、乌龟壳、珊瑚以及珊瑚制品
5. 艺术品

该条款也适用于加工和展出过程中的受保货物（除了纺织品）

这个保险将不包括任何因为，或者直接或间接地与电脑，电脑系统。电脑软件，电子系统的程序或处理有关联而造成的损失、损坏、费用和责任。（即使这些损失、损坏、费用和责任在其他情况下能得到赔偿。）这些损失、损坏、费用和责任因为下列情况发生，或是直接或间接由下列情况造成：

1. 到 2000 年日期的变化，或是任何其他日期的变化；

2. 任何电脑，电脑系统，电脑软件，程序，处理的变化或调整，或是同前所述相类似的电子系统的日期变化。

这个免责条款不适用于因火灾或爆炸而造成的损失或损害的赔偿。

X02. 协会电脑攻击除外条款

除下述 1.2 的规定外，本保险不涵盖以对电脑、电脑系统、软件程序、恶意密码、电脑病毒或程序及其他电子系统的使用和操作作为破坏手段而直接或间接导致的损害、责任和费用。

1.2 此条款背书在承保战争、内战、革命、叛乱、起义、国内冲突和针对敌对国行为、恐怖主义和政治行为的保险单上，1.1 条不能用以免除使用武器或导弹的发射、导航或点火机制相关的电脑、电脑系统、软件程序或其他电子系统而导致的损失。

X03. 协会放射性污染、化学、生物、生化和电磁武器排除附加条款 (1/10/90)

本条款非常重要，本保险中任何与之不一致的无效。

1. 本保险不涵盖因下列事项直接或间接导致的灭失、损失和费用。

1.1 从核燃料燃烧产生的核废物中的原子核燃料释放的放射性污染或放射物电离。

1.2 核装置、反应堆或其他核设施中放射性的、有毒的、爆炸性的或其他有害的、污染性的物件。

1.3 采用了原子或核裂变、聚变或其他类似放射性反应的武器或装置。

1.4 放射性物体中放射性的、有毒的、爆炸性的或其他有害的、污染性的物质。这一除外条款只限于核燃料，不涉及为商业、农业、医学、科学或其他类似和平目的而持有或保存的放射性同位素。

1.5 任何化学、生物、生化或电磁武器。

三 规范类

G01. 解体船条款

双方同意，若在航行前已知船只将会被拆解，原本确定的条件和费率保险人有权更改。

G02. 保险单解除条款

被保险人随时都可以要求中止此保险，在这种情形下，保险人将保留保险单有效期内的惯例性的短期保险费用。在一方给另一方出具书面通知后的 30 天，此保险也将解除，在此情形下，保险人将有义务偿付自注销之日起有效期限要求支付的部分保险费用。

G03. 货物国际安全管理守则条例

适用于 Ro-Ro 客船上的货物。

适用于从 1998 年 7 月 1 日起至货物装船期间。

能承载超过 12 人的客船，油船，化学品运输船，汽油运输船，散装货轮和超过 500gt 的高速运货船。

适用于从 2002 年 7 月 1 日起至货物装在其他货船上和超过 500gt 的机动海底钻探机上。

此保险决不投保由以下情况造成的损失，损害，或费用：船主未按照国际安全管理守则对船只进行检测鉴定，或船主或者是操作人员没有遵守国际安全管理守则的书面文件，或被保险人在投保货物装载时已得知或在正常的交易中应该明白：

1. 未经国际安全管理守则对船只进行认证的；

2. 船主或操作人员未按照 1974 年修订的海上人命安全公约持有一份当前的遵守国际安全管理守则的书面文件。

当此份保险转让给在下文中提到的根据具有法律约束力的合同欺诈性地购买或同意购买投保货物的一方时，除外责任不适用于此。

G04. 共同保险条款

据此理解并达成一致：鑫安汽车保险股份有限公司（以下在本条款中简称“保险人”）代表

共同保险人出具的保险单。只代表自己而非他人共同保险人分别独立承担保险单上规定的各自的责任。

尽管每一位共同保险人独立承担上述的费用，各方明白并同意若赔款支付地在海外，保险人的代理人代表所有的共同保险人全权处理，如同本保险由保险人单独承保。

G05. 关税条款

赔偿受保货物因受保风险而遭受部分损失，但需依保单中海损条款；如果货物在管事支付后遭受全损，则在保险人根据保单条款赔偿全部损失。

若货物到达最后卸货指定港时根据相关规定应支付的关税金额超过了投保的关税的保险金额，保险人的赔偿责任以实际损失为限。

投保金额小于上述关税总额，保险人的赔偿责任仅限于前者占后者的比例。

在保险人要求时，被保险人需要将货物交给海关，并避免支付关税。减免的关税将在保险人承担责任的损失中扣除。

G06. F. A. S 生效条款

承保风险

不论条款是否有相反规定，根据与承运人的 F. A. S 合同，受保利益的所有权在装运港船只边开始归于被保险人，受保风险的保险始生效。

G07. FOB 生效条款

不论条款是否有相反规定，受保风险不包括货物在装运港装上船前的保险利益。

若被保险人在与承运人的 FOB 或 C&F 合同下需要自行承担投保标的在装运港越过船只船舷时起的风险，则保险自该时刻起始生效。

G08. 自由承运人生效条款

兹同意，不管其他条款如何规定，除战争险保险外，本保险在指定保单中的指定地点将被保险利益交付承运人控制或保管作为运输开始后方才生效。

G09. 协会船级条款 01/01/2001

(一) 具有资格的船

1. 保单或是预约保单中同意的这份保险和在海上运输价格仅适用于钢铁构造，机动式的船所运载的货物和/或是利益，该船应归类在某一船级社，具体如下：

1.1 国际分类协会（IACS）的会员或准会员

1.2 在下方条款四中规定的国旗社，仅限于船只在该国的沿海进行贸易活动（包括在内陆岛屿和该国坐落的群岛）

如果货物或是其他利益不是由属于上述组织的船运输的，则必须马上通知保险商，以对价格条件等问题达成一致。如果在达成一致之前，出现损失，仅在保险在合理的商业市场率和商业市场条款，才可获得保险。

(二) 年限

2. 由有资格的船只（前面已定义）运送的货物以及/或是利益，若是该船只超过了年限，则该货物或利益将会以双方商议的附加保险费，在保单或预约保险单中被保。

超过十年年限的散装货运输人或是联合运输人，或是超过 15 年的其他船只，以下情况例外：

2.1 以确定的或是常规贸易模式，在指定的港口之间，用来运输普通货物，不超过 25 年。

2.2 货柜船，车辆承运人，双层开舱高价移动起重船（OHGCs）已确定的或是常规贸易模式，在指定港口之间，连续使用不超过 30 年。

(三) 驳船条款

3. 这个条款的要求不适用于任何用来在港口区域内为大船装船或卸船使用的小船。

(四) 船籍社

4. 船籍社是一种船级社。这种船级社同提及的船主定居在同一国家。船必须在该国的国旗下运行。

(五) 及时通知

5. 这份保险要求被保险人给保险商发送通知，关于保险权利的获得与该义务的履行与否相一致。

(六) 法律和执行

6. 本保险须遵守英国法律。

G10. 协会危险药品附加条款 (1/5/37)

经双方同意，根据该保险，各种国际惯例中规定的药物，鸦片，和其他危险药物都不能得到赔偿。以下情况例外：

1. 在保单中已明确注明的药物，且药物送达的国家也在保单中明确注明。
2. 全部损失的证明必须附带由收到药物的国家出具的许可证，证明，或是授权，以此来证明该药物进口到该国已经过该国政府允许，或者，全部损失的证明必须附带寄出药物的国家出具的许可证，证明，或是授权，以此来证明该药物出口到其他国家，已经经过本国政府的允许。
3. 运输药物的路径是常规的，符合惯例。

G11. 1/1/34 协会替换附加条款 (适用于机械)

如果被保险机械的零件因本保单承保的危险而受损失，索赔数额应当不超过替换或维修该零件加上运送和整修的费用（如果发生了），但不包括关税的费用。如果关税的金额已经包含在保险金额之内，则这部分额外的关税损失可以得到赔偿。

无论如何，保险人的责任不会超过整个机械的保险价值。

G12. 标签条款

如果根据保单条款，损失已经达到了保险金额，若因为受保危险而出现的损害只影响到了标签，损失的赔偿只限于重新整理的费用，新标签的成本以及重新贴标的成本。

G13. 不生效条款

本保险对于凭借代位求偿或损失分摊而在本保单项下寻求取得保险补偿的保险人不生效。

G14. 露天堆场存储条款

不论条款是否有相反规定，经双方特别同意，保险对存放于本保单列明的停靠港的露天堆场的全部或部分保险货物承保水渍险责任。在被保险人提前将露天存储通知保险人并支付额外保险费的情况下，前述条件不适用。

G15. 关于集装箱运货物的特殊条款

如果货物需要用远洋船只和/或运输工具以集装箱运输，经同意，这份保险要受以下情况限制：

1. 在密封金属集装箱（包括密封的 FRP 集装箱）的情况下，即使货物卸在甲板上或是为了清关临时储存在露天，尽管有“舱面条款”和“露天仓储条款”的规定，原来的条件仍适用；
2. 如果是上述条款 1 以外的集装箱，在货物卸在甲板上时适用“舱面条款”，在货物为清关而存放在停泊港的露天堆场时适用露天仓储条款。

尽管有上述条款 2 的规定，但在投保人事先给保险人发出一个甲板卸货存储和/或露天堆场存储通知并同意付所需的额外保险费的情况下，原来的条件仍可适用。

G16. 关于有资格的船的特殊条款

尽管在 2001 年 1 月 1 日的附加船级条款中有“有资格的船只”这一规定，由机械自动驱动式船只，而不是钢铁船运送的货物以及/或者其他的利益的情况一定要就关于价格和环境事项通知保险商。如果在此合同签订前出现了灭失的情况，仅当在合理的市场汇率和合理的金融市场条款下，保险才有效。

G17. 特别调换条款（空运）

如果被保险机械的零件因本保单承保的危险而受损失，索赔数额应当不超过替换或维修该零件加上运送和整修的费用（如果发生了），但不包括关税的费用。如果关税的金额已经包含在保险金额之内，则这部分额外的关税损失可以得到赔偿。

由于保单中所涉及的危险而致使被保货物的部分或全部损坏，其损坏部分的替代品由空运提供。根据保单，如果空运仅仅是为了防止或是减轻进一步的损失，或是为了其他保险人认为不可避免的目的，包括从属费用的空运费用是可收回的。

无论如何，保险人的赔偿责任不超过整件货物的保险价值。

G18. 罢工注销条款

关于罢工及战争风险（在相关附加条款中已定义）的保险合同的内容可由保险人或被保险人提前七天（48 小时，对于送往或发自美国）通知注销。

从保险人发出或收到注销通知的那天的午夜开始算起（48 小时，对于送往或发自美国），注销在第七天开始生效。但是不适用于在注销生效前，就应该将所述风险的保险已经生效的情况。

G19. 运输终止条款（恐怖主义）

这个条款非常重要，任何与之抵触的皆为无效

1. 无论本保单或其他条款是否有相反规定，本保单涵盖了恐怖分子或任何其他出于政治动机的人对保险标的物造成的损失，但仅限于处于正常运输过程中的保险标的物。应予以终止的是：

1.1 每一包含于本保单的运输条款所规定。或

1.2 处于运往此处指定目的地的受托人或其他终端货仓、存放地的过程中。

1.3 运送到仓库或是贮藏地点，不论该仓库是否是被保险人指定的仓库，还是还没有到被保险人指定的仓库。被保险人所指定的仓库用来储存或装货。或

1.4 如果是海上运输，被保货物在卸货的终点从国外的船只上船边卸货完成之后的 60 天

1.5 如果是空运，从被保货物在卸货终点从飞行器上卸下来后 30 天

2. 如果这个保险或条款为内陆或其它运输从存储起提供保险，或如上述情况终止，保险重新生效，并持续到根据条款 1 运输终止。

3. 此条款受限于英国法律和惯例。

G20. 战争险注销条款

此保险关于战争风险的部分（战争风险指战争附加条款中的条款 1）可由保险人或被保险人提前七天通知注销。

从保险人发出或受到注销通知的那天的午夜开始算起，注销在第七天开始生效。但注销不适用于以下条款。

1. 在注销生效之前根据战争保险条款已经生效的保险

2. 保险人在撤销生效前、这些货物还没有装上甲板时接受任何关于指定船只运送的货物或将要指定船只运送确定的货物的声明；或者货物已经装上甲板，并且船只在撤销生效日午夜起 15 日内起航。但若保险尚未生效，船只在 15 日不起航，期满后保险失效。任何相反规定无效。

如果该声明因为船只没有在合同规定的时间内航行而被撤销，不需依本条款做出声明。

G21. 野生动植物条款

双方理解并同意：

1. 只有根据各出口国、再出口国和进口国内与野生动植物濒危物种国际贸易条约一致的相关法律法规确定为合法交易下的主张才会获得偿付。

2. 如果保险人要求，投保人应当提交证书、许可、凭证和其他文件以表明交易人是符合上述法律法规的。

3. 保险人有权在投保人提出索赔请求时对贸易相关的事实与合法性进行调查。

ICC Cargo Transportation Extension Clauses

K01. Institute War Clauses (Air Cargo) (Excluding Sending by Post)

RISKS COVERED

1. This insurance covers, except as provided in Clause 2 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.

EXCLUSIONS

2. In no case shall this insurance cover

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

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

2.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 2.3 "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)

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

2.5 loss damage or expense arising from unfitness of aircraft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unfitness at the time the subject-matter insured is loaded therein

2.6 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against

2.7 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the aircraft

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

2.9 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.

DURATION

3.

3.1 This insurance

3.1.1 attaches only as the subject-matter insured and as to any part as that part is loaded on the aircraft for the commencement of the air transit insured,

and

3.1.2 terminates, subject to 3.2 and 3.3 below, either as the subject-matter insured and as to any part as that part is discharged from the aircraft at the final port or place of discharge,

or

on expiry of 15 days counting from midnight of the day of arrival of the aircraft at the final place of discharge,

whichever shall first occur ;

nevertheless,

subject to prompt notice to the Underwriters and to an additional premium, such insurance

3.1.3 reattaches when, without having discharged the subject-matter insured at the final place of discharge, the aircraft departs therefrom,

and

3.1.4 terminates, subject to 3.2 and 3.3 below, either as the subject-matter insured and as to any part as that part is thereafter discharged from the aircraft at the final (or substituted) place of discharge,

or

on expiry of 15 days counting from midnight of the day of re-arrival of the aircraft at the final place of discharge or arrival of the aircraft at a substituted place of discharge,
Whichever shall first occur.

3.2 If during the insured transit the aircraft arrives at an intermediate place to discharge the subject-matter insured for on-carriage by aircraft or oversea vessel, then, subject to 3.3 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 aircraft at such place, but thereafter reattaches as the subject-matter insured and as to any part as that part is loaded on an on-carrying aircraft or oversea vessel. 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 intermediate place. If the goods are on-carried within the said period of 15 days or if the insurance reattaches as provided in this Clause 3.2

3.2.1 where the on-carriage is by aircraft this insurance continues subject to the terms of these clauses,

or

3.2.2 where the on-carriage by oversea vessel, the current Institute War Clauses (Cargo) shall be deemed to form part of this insurance and shall apply to the on-carriage by sea.

3.3 If the air transit in contract of carriage is terminated at a place other than the destination agreed therein, that place shall be deemed to be the final place of discharge and such insurance terminates in accordance with 3.1.2. If the subject-matter insured is subsequently consigned 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

3.3.1 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 aircraft for the transit;

3.3.2 in the case of the subject-matter not having been discharged, when the aircraft departs from such deemed final place of discharge;

thereafter such insurance terminates in accordance with 3.1.4.

3.4 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 the air carrier under the contract of carriage.

(For the purpose of Clause 3

“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)

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

5. Anything contained in this contract which is inconsistent with Clauses 2.8, 2.9 or 3 shall, to the extent of such inconsistency, be null and void.

CLAIMS

6.

6.1 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.

6.2 Subject to 6.1 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

7.

7.1 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.

7.2 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

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

MINIMISING LOSSES

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

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

9.2 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.

10. 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

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

LAW AND PRACTICE

12. 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.

K02. 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

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.

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

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.

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

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 subject-matter insured and as to any part as that part is discharged from an oversea 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 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 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 5.1.2. 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

5.3.1 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 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 case beyond the expiry of 60 days after discharge from the overseas 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 “overseas 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.

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 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

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

MINIMISING LOSSES

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.

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

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

LAW AND PRACTICE

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.

K03. Institute War Clauses(Sending by Post)

RISKS COVERED

1. This insurance covers, except as provided in Clause 3 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.
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

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 any claim based upon loss of or frustration of the voyage or adventure
 - 3.7 loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and /of fusion or other like reaction or radioactive force or matter.

DURATION

4. This insurance attaches only as the subject-matter insured and as to any part as that part leaves the premises of the senders at the place named in the insurance for the insurance for the commencement of the transit and continues, but with the exclusion of any period during which the subject-matter is in packers' premises, until the subject-matter insured and as to any part as that part is delivered to the address on the postal package (s) when this insurance shall terminate.
5. Anything contained in this contract which is inconsistent with Clause 3.6, 3.7 or 4 shall, to the extent of such inconsistency, be null and void.

CLAIMS

6.
 - 6.1 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.
 - 6.2 Subject to 6.1 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.

MINIMISING LOSSES

7. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder
 - 7.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and
 - 7.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercisedand 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.

8. 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

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

LAW AND PRACTICE

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

K04. Institute Strikes 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

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.

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

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 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 or 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.

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 of 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, 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 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.

CLAIMS

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 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 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.

MINIMISING LOSSES

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.

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

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

LAW AND PRACTICE

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.

K05. Institute Strikes Clauses(Air Cargo)

RISKS COVERED

1. This insurance covers, except as provided in Clause 2 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.

EXCLUSIONS

2. In no case shall this insurance cover

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

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

2.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 2.3 "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)

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

2.5 loss damage or expense arising from unfitness of aircraft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unfitness at the time the subject-matter insured is loaded therein

2.6 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against

2.7 loss damage or expense arising from insolvency or financial default of the owners managers charterers operators of the aircraft

2.8 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 or civil commotion

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

2.10 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.

2.11 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.

DURATION

3.

3.1 This insurance attaches from the time the subject-matter insured leaves the warehouse, premises 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

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

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

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

3.1.2.2 for allocation or distribution,

or

3.1.3 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.

3.2 If, after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is forwarded to a destination other than that to which it is 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.

3.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 4 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 the air carriers under the contract of carriage.

4. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a place other than the destination named therein or the transit is otherwise terminated before delivery of the subject-matter insured as provided for in Clause 3 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

4.1 until the subject-matter is sold and delivered at such place or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the subject-matter hereby insured at such place, whichever shall first occur,

or

4.2 if the subject-matter is forwarded within the said period of 30 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 3 above.

5. 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

6.

6.1 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.

6.2 Subject to 6.1 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.

7.

7.1 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.

7.2 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

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

MINIMISING LOSSES

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

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

and

9.2 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.

10. 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

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

LAW AND PRACTICE

12. 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.

K06. Institute Malicious Damage Clause

In consideration of an additional premium, it is hereby agreed that the exclusion “deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons” is deemed to be deleted and further that this insurance covers loss of or damage to the subject-matter insured caused by malicious acts vandalism or sabotage, subject always to the other exclusions contained in this insurance.

X01. Computer Millennium Clause (Cargo)

This clause shall apply only to the following interests while in storage, except during transportation:

1. Cooled and frozen goods
2. Money, securities and the like
3. Precious metals jewels, pearl and iridium tungsten & other rare metals
4. Ivory, tortoise shell, coral and their products
5. Works of art and furthermore apply to the insured goods (except textiles) while in processing and exhibition.

In no case shall this insurance cover any loss, damage, expense or liability of whatever nature which might otherwise be recoverable under this insurance arising out of or in any way connected with, whether directly or indirectly, the use or operation of any computer, computer system, computer software, program or process or any electronic system where any such loss, damage, expense or liability arises, whether directly or indirectly, as a consequence of (i) the date change to the year 2000 or any other date change and/or (ii) any change or modification of or to any such computer, computer system, computer software, program or process or any electronic system in relation to any such date change.

This exclusion does not apply to claim for loss of or damage to the subject matter insured reasonably attributable to fire or explosion.

X02. Institute Cyber Attack Exclusion Clause

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 infliction 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 action 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.

X03. Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical And Electromagnetic Weapons Exclusion Clause (1/10/90)

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

1 In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:

- 1.1 Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- 1.2 The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- 1.3 Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- 1.4 The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

G01. Breakup Vessel Clause

It is understood and agreed that the conditions specified herein and the rate already quoted for the shipment insured hereunder shall be subject to alteration in case where it has already been decided before sailing that the carrying vessel will be broken up.

G02. Cancellation Clause

This insurance may be terminated at any time at the request of the Assured, in which case the Company will retain the customary short period rate for the time the Policy has been in force. This insurance may also at any time be cancelled by either party giving the other 30 days written notice. Such cancellation, however, the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

G03. Cargo ISM Endorsement

Applicable to shipments on board Ro-Ro passenger ferries.

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

Passenger vessels transporting more than 12 passengers and 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 shipments 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 of 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:

1. Either that such vessel was not certified in accordance with the ISM Code.
2. 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

G04. Co-insurance Clause

It is hereby understood and agreed that policy is issued by Sanguard Auto Insurance Co., Ltd on behalf of the Co-insurers who, each for itself and not one for the others are severally and independently liable for their respective subscription specified on the face hereof.

Notwithstanding that each of the Co-Insurers independently assumes liability for its subscription as aforementioned, it is understood and agreed that in the event of any claim payable abroad, the same shall be settled in full by this Company's agents on behalf of all the Co-Insurers as if this insurance were accepted solely by this Company.

G05. Duty Clause

To pay partial loss sustained on duty imposed on the goods insured hereunder, by reason of the perils insured against, but subject to the policy terms of average; also to pay total loss if the goods are totally lost in accordance with the policy terms after the duty is paid.

In case of the insured amount of duty stated herein being in excess of the full amount of duty imposed on the goods insured hereunder according to the relevant regulations when they arrive at the final port of discharge named herein in sound condition, this Company's liability shall not exceed the amount of actual loss of duty.

In case of the insured amount of duty stated herein being less than the full amount of duty mentioned above, this Company's liability shall not exceed such proportion of the loss sustained on duty as the former bears to the latter. The Assured shall, when this Company so elects, surrender the goods to the Customs Authorities and avoid duty payment, and in case of any reduction in duty the amount so reduced shall be deducted in setting any loss for which this Company may be liable.

G06. F.A.S. Attachment Clause

Notwithstanding anything contained herein to the contrary, the risks covered hereunder shall not attach until the title of the interest hereby insured is duly vested in the assured alongside the overseas vessel at the port of shipment under their F.A.S. contract with the shipper.

G07. F.O.B. Attachment clause

Notwithstanding anything contained herein to the contrary, the risks covered hereunder shall not attach to the interest hereby insured prior to being on board the overseas vessel at the port of shipment.

In case, however, the assured have to bear the risks of the interest hereby insured, under their F.O.B. or C.&F. contract with the shipper, from the time when it has effectively passed the rail of the overseas vessel at the port of shipment, the risks covered hereunder shall attach from that time.

G08. Free Carrier Attachment Clause

Notwithstanding anything contained herein to the contrary (excepting coverage against War Risks), it is understood and agreed that this insurance shall not attach to the interest hereby insured prior to being delivered into the charge of or the custody of the carrier at the point or place named in the policy named in the policy for the commencement of the transit.

G09. Institute Classification Clause 01/01/2001

Qualifying Vessels

1. 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:

1.1 a Member or Associate Member of the International Association of Classification Societies(IACS),or

1.2 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 to reasonable commercial market terms.

AGE LIMITATION

2. 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:

2.1 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

2.2 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

3. 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

4. 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

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

LAW AND PRACTICE

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

G10. Institute Dangerous Drugs Clause (1/5/37)

It is understood and agreed that no claim under this policy will be paid in respect of drugs to which the various International Conventions relation to Opium and other dangerous drugs apply unless:

1. the drug shall be expressly declared as such in the policy and the name of the country to which they are consigned shall be specifically stated in the policy.
2. And the proof of loss is accompanied either by a licence, certificate or authorization issued by the Government of the country to which the drugs are consigned showing that the importation of the consignment into that country has been approved by that Government, or alternatively, by a licence, certificate or authorization issued by the Government of the country from which the drugs are consigned showing that the export of the consignment to the destination stated has been approved by that Government.
3. And the route by which the drugs were conveyed was usual and customary.

G11. 1/1/34 Institute Replacement Clause (applying to machinery)

In the event of loss of or damage to any part or parts of an insured machine caused by a peril covered by the Policy the sum recoverable shall not exceed the cost of replacement or repair of such part or parts plus charges for forwarding and refitting, if incurred, but excluding duty unless the full duty is included in the amount insured, in which case loss, if any, sustained by payment of additional duty shall also be recoverable.

Provided always that in no case shall the liability of Underwriters exceed the insured value of the complete machine.

G12. Label Clause

In case of damage from perils insured against affecting labels only, loss to be limited to an amount sufficient to pay the cost of reconditioning, cost of new labels and relabelling the goods, provided the damage will have amounted to a claim under the terms of the policy.

G13. Not to Inure clause

This insurance shall not inure to the benefit of any Insurers who seek recovery against this Policy by virtue of subrogation or contribution.

G14. Open-yard storage clause

Notwithstanding anything contained herein to the contrary, it is specially understood and agreed that in the event of the goods hereby insured or any part thereof being stored in the open-yard at the port of landing named in the policy, this Company's liability for such goods shall be subject to F.P.A. only so long as they are so stored, provided, however, that the foregoing shall not apply in case of the Assured having given a previous notice of such storage to this Company and agreed to pay an additional premium required.

G15. Special Clause for Containerized Cargo

In the event of the goods hereby of any thereof carried in container(s) by the overseas vessel &/or other conveyance(s), it is specially understood and agreed that this insurance shall be subject to the following conditions:

- (1) In case of closed van type metal container (including close FRP container), the original conditions stated herein shall be applied even if the goods are loaded on deck or temporarily stored on open-yard at the port of landing for customs clearance named herein, notwithstanding the provisions of the "On-Deck Clause" and "Open-Yard Storage Clause" contained herein.
- (2) In case of container(s) other than above (1), the "On-Deck Clause" contained herein shall be applied if the goods are carried on deck and if the goods are stored in open-yard at the port of landing for customs clearance named herein, the "Open-yard Stowage Clause" shall be applied.
- (3) Notwithstanding the foregoing paragraph (2), the original conditions shall be granted, provided that the Assured give to this Company a previous notice of such deck-loaded storage &/or open-yard storage and agree to pay an additional premium required.

G16. Special Clause for Qualifying Vessels

Notwithstanding the provision of "Qualifying Vessels" in the Institute Classification Clause

01/01/2001 attached hereto, cargoes and/or interests carried by mechanically self-propelled vessels other than those of steel construction 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.

G17. Special Replacement Clause (Air Freight)

In the event of loss of or damage to any part or parts of insured goods caused by a peril covered by this policy, the sum recoverable shall not exceed the cost of replacement or repair of such part or parts plus charges for forwarding and refitting, if incurred, but excluding duty unless the full duty is included in the amount insured, in which case loss, if any, sustained by payment of additional duty shall also be recoverable.

In case where part or parts of insured goods are damaged by perils insured against under this policy and substitutes therefore are supplied by air, the air freight including incidental charges shall be recoverable under this policy provided such air transport is made for the sole purpose of preventing or alleviating further damage or for any other purpose which this Company admit to be inevitable.

Provided always that in no case shall the liability of this Company exceed the insured value of the complete goods.

G18. Strikes Cancellation Clause

The inclusion in this contract of insurance against Strikes & Risks (as defined in the relevant Institute Clause) may be cancelled by either the Underwriters or the Assured giving 7 day's (48 hours' in respect of sending to or from U.S.A) notice.

Such cancellation shall become effective on the expiry of 7 days (48 hours in respect of sending to or from U.S.A) from midnight of the day on which notice of the cancellation is issued by or to Underwriters, but shall not apply to any Insurance against the said risks which shall have attached before the cancellation become effective.

G19. Termination of Transit Clause (Terrorism)

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

1.1 As per 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.

G20. War Cancellation Clause

The inclusion in this contract of Insurance against War Risks (as defined in Clause No.1 of the Institute War Clause) may be cancelled by either the Underwriters or the Assured giving 7 day's notice.

Such cancellation shall become effective on the expiry of 7 days from midnight of the day on which notice of the cancellation is issued by or to Underwriters but shall not apply to:

1. Any Insurance against the said risks which shall have attached in accordance with the conditions of the Insurance War Clause before the cancellation becomes effective.
2. Any declaration of goods for shipment by a named vessel or of specified goods to be shipped by a vessel to be named later accepted by Underwriters before the time at which the cancellation becomes effective, such goods not having been loaded on board the vessel before that time, provided the goods be loaded on board the Overseas Vessel and the Vessel sails within 15 days from midnight of the day on which the cancellation becomes effective, but if the Insurance shall have attached and the vessel does not sail within the said 15 days the insurance shall end on the expiry of that period notwithstanding anything to the contrary contained in the provisions of this contract of Insurance.

Nothing in this clause shall operate to cause a declaration to attach to this contract if such declaration would be excluded owing to the vessel not having sailed within the period stated in the contract.

G21. Wild Fauna And Flora Clause

It is understood and agreed that

1. no claim will be paid unless the trades of the goods covered hereunder are lawful in the light of any rules, regulations and or laws enforced in compliance with the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES so-called "Washington Convention") in each country of origin export, reexport or import.
 2. the assured, if required by this Company, shall submit certificates, permits, vouchers and or other documents showing that the trades are not inconsistent with the above rules, regulations and or laws.
- and
3. this Company shall have the right to investigate facts and legality in respect of the trade in the case of claims being presented.