

鑫安汽车保险股份有限公司

航空运输货物保险附加战争保险条款

注册编号：C00016531622020120113632

总则

第一条 本条款是《鑫安汽车保险股份有限公司航空运输货物保险》(以下简称“主险”)的附加险条款，只有在投保了主险的基础上，方可投保本附加险。本附加险条款与主险条款内容相悖之处，以本附加险条款为准；本附加险条款未尽之处，以主险条款为准。主险合同效力终止，本附加险合同效力亦同时终止；主险合同无效，本附加险合同亦无效。

保险责任

第二条 保险人负责赔偿下列损失：

1. 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；
2. 由于上述第1款引起的捕获、拘留、扣留、禁制、扣押所造成的损失；
3. 各种常规武器，包括炸弹所致的损失。

责任免除

第三条 保险人对下列损失和费用，不负赔偿责任：

1. 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；
2. 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。

保险期间

第四条 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，以装上续运的飞机时再恢复有效。

AIR TRANSPORTATION CARGO WAR RISKS CLAUSES

I. Scope of Cover

This insurance covers :

1. Loss of or damage to the insured goods caused directly by or consequent upon war ,warlike operations ,hostile acts ,or armed conflicts ;
2. Loss or damage caused by capture ,seizure ,arrest ,restraint or detainment arising from the events in Section I. 1, above.
3. Loss or damage caused by conventional weapons of war including bombs .

II. Exclusions

This insurance does not cover:

1. **Loss ,damage or expenses arising from any hostile use of atomic or nuclear weapons of war .**
2. **Any claim based upon loss of ,or frustration of ,the insured voyage caused by arrest ,restraint or detainment by any executive authorities ,authorities in power or any other armed groups.**

III. Commencement and Termination

This insurance shall attach from the time the insured goods are loaded on the aircraft at the place of shipment named in the policy until discharged from the aircraft at the destination named in the Policy .If the insured goods are not discharged therefrom , the longest duration of this insurance allowable on the insured goods upon arrival at the destination shall be limited to fifteen (15) days counting from midnight of the day of their arrival at the destination .In case of transshipment at an intermediate airport ,the longest duration of this insurance at such airport shall be limited to fifteen(15) days counting from midnight of the day of the aircraft's arrival at such airport .However ,this insurance shall reattach when the insured goods are loaded on the on-carrying aircraft .

This clause is a general extension clause of the cargo insurance clause stated in this policy (Hereafter referred to as "primary clause"). The liability of this extension is subject to the exclusions of the primary clause; Anything not mentioned in this clause, please go to the primary clause.

English translation is for reference only. For any disputes from policy interpretation Chinese policy will prevail.