

# 鑫安汽车保险股份有限公司

## 货运险附加险条款

本条款是鑫安汽车保险股份有限公司货运险的附加险条款，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	海洋运输货物战争险条款费率方案
K02	陆上运输货物战争险条款（火车）费率方案
K03	航空运输货物战争险条款费率方案
K04	货物运输罢工险条款费率方案
K05	偷窃、提货不着险条款费率方案
K06	淡水、雨淋险条款费率方案
K07	短量险条款费率方案
K08	混杂、沾污险条款费率方案
K09	渗漏险条款费率方案
K10	碰损、破碎险条款费率方案
K11	串味险条款费率方案
K12	受潮受热险条款费率方案
K13	钩损险条款费率方案
K14	包装破裂险条款费率方案
K15	锈损险条款费率方案
K16	进口关税条款费率方案
K17	舱面货物条款费率方案
K18	拒收险条款费率方案
K19	黄曲霉素险条款费率方案
K20	出口货物到香港（包括九龙在内）或澳门存仓火险责任扩展条款费率方案
K21	公路货物运输保险附加盗窃、抢劫保险费率方案
K22	附加进口集装箱货物运输保险条款
K23	附加海运进口货物国内转运期间保险条款
K24	货物 ISM 转运费条款
K25	集装箱滞期费条款
K26	条件差异、增值、意外条款
K27	清除残骸条款
K28	延期拆除包装条款
K29	延迟开箱/50：50
K30	故意损害——污染风险条款
K31	故意损害——海关服务条款
K32	错误及遗漏
K33	FOB 批单条款
K34	熏蒸条款

K35	放弃代位求偿权条款
K36	由于承保损失造成的运费增加条款
K37	包装不当条款
K38	海洋运输扩展条款
K39	二手货重置条款
K40	错误与疏漏条款
K41	适航认可条款
K42	提单条款
K43	放弃对承运人的追偿权利条款
限制类附加险	
X01	易腐货物条款费率方案
X02	海关检验条款费率方案
X03	码头检验条款费率方案
X04	卖方利益保险条款费率方案
X05	原子和核除外条款
X06	银行条款
X07	合并加固/重新包装条款
X08	持有和控制条款
X09	法律适用与司法管辖权
规范类附加险	
G01	交货不到条款费率方案
G02	估价和损失理算基础条款
G03	估价基础和重置条款
G04	海运提单条款
G05	船舶互撞条款
G06	货物 ISM 批单
G07	CIF 进口条款
G08	驳船条款
G09	重置条款
G10	空运重置条款
G11	50 / 50 与进口货运险保单分摊条款

## 一 扩展类

### K01. 海洋运输货物战争险条款

#### (一) 责任范围

本保险负责赔偿：

1. 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。
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，包括水雷、鱼雷、炸弹所致的损失。
4. 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：

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。

### (三) 责任起讫

1. 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。

2. 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。

3. 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1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。

4. 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(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。**

## **OCEAN MARINE 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 ,armed conflicts or piracy;
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 mines ,torpedoes and bombs.
4. Sacrifice in and contribution to General Average and Salvage Charges arising from the risks covered hereunder.

### **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**

1. This insurance shall attach from the time the insured goods are loaded on the seagoing vessel or lighter at the port of shipment named in the Policy until discharged overside from the seagoing vessel or lighter at the port of destination named in the Policy. If the insured goods are not discharged therefrom ,the longest duration at the port of discharge shall be limited to fifteen (15) days counting from midnight of the day of the vessel's arrival at such port. Anchoring ,mooring or securing at a berth or place within the harbour shall be deemed as the vessel's arrival. In the absence of such berth or place , the vessel's arrival refers to the vessel's first anchoring ,mooring or securing either at or off the intended port or at or near the place of discharge.

2. In case of transshipment at an intermediate port ,regardless of whether or not the insured goods are unloaded ,the longest duration of this insurance at such port of transshipment shall be limited to fifteen(15) days counting from midnight of the day of the vessels' arrival at such port or place of discharge .However ,this insurance shall reattach when the insured goods are loaded on the on-carrying seagoing vessel.

3. If the contract of affreightment is terminated at a port or place other than the destination named in the Policy ,such port or place shall be deemed the destination under the Policy and this insurance shall terminate according to Section III. 1. above. If the insured goods are to be reshipped to the original or any other destination ,this insurance shall reattach when the goods are loaded on the on-carrying vessel provided notice is given to the Company and an additional premium is paid prior to the commencement of such further transit.

4. This insurance shall remain in force during any deviation ,change of voyage ,variation of adventure arising from the exercise of a liberty granted to the shipowners under the contract of affreightment subject to immediate notice to the Company and payment of an additional premium ,when such event comes to the knowledge of the Insured.

**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.**

#### **K02. 陆上运输货物战争险条款（火车）**

##### **(一) 责任范围**

本保险负责赔偿：

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. 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：

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、拘留引起的承保运程的丧失和挫折而提出的任何索赔要求。

##### **(三) 责任起讫**

1. 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。
2. 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。
3. 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 1 款的规定终止责任。

**注：本条款系陆上运输货物保险条款（以下简称“主险条款”）的附加险条款，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。**

#### **OVERLAND TRANSPORTATION CARGO WAR RISKS CLAUSES(BY TRAIN)**

##### **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 conventional weapons of war including mines and 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 in power or any other armed groups .

## **III. Commencement and Termination**

1. This insurance shall attach from the time the insured goods are loaded on to the railway wagons at the place of shipment named in the Policy until discharged overside from the wagons at the place of destination named in the Policy. If the insured goods are not discharged therefrom ,the longest duration of this insurance allowable on the insured goods at the destination shall be limited to 48 hours counting from midnight of the day of train's arrival at such place.
2. In case of transfer at an intermediate place ,regardless of whether or not the insured goods are unloaded ,the longest duration of this insurance at such place of transfer shall be limited to ten days counting from midnight of the day of the train's arrival at such place .However ,this insurance shall reattach when the insured goods are loaded on the on-carrying train within the above ten(10)days .
3. If the contract of carriage is terminated at a place other than the destination named in the Policy ,such place shall be deemed the destination under the Policy and this insurance shall terminate according to Section III. 1 above.

**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.**

### **K03. 航空运输货物战争险条款**

#### **(一) 责任范围**

本保险负责赔偿:

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。

#### **(二) 除外责任**

本保险对下列各项，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。

#### **(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（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。

### **K03. 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.**

### **K04. 货物运输罢工险条款**

#### **(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：本条款系本保单约定的货运险条款（以下简称“主险条款”）的附加险条款。本条款与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。

### **K05. 偷窃、提货不着险条款**

本保险对被保险货物遭受下列损失，按保险价值负责赔偿：

1. 偷窃行为所致的损失；
2. 整件提货不着；
3. 根据运输契约规定船东和其他责任方免除赔偿的部分；

被保险人必须及时提货，遇有第 1 项所列的损失，必须在提货后十日内申请检验；遇有第 2 项损失，必须向责任方取得整件提货不着的证明，否则，保险人不负赔偿责任。

保险人有权收回被保险人向船东或其他有关责任方面追偿到的任何赔款，但其金额以不超过保险人支付的赔款为限。

本条款系本保单约定的货运险条款（以下简称“主险条款”）的一般附加险条款。本条款与本保单约定的主险条款的任何条文有抵触时，以本条款为准；本条款未尽事宜，以主险条款为准。

#### **K06. 淡水、雨淋险条款**

本保险对被保险货物因直接遭受雨淋或淡水所致的损失负责赔偿，但包装外部应有雨水或淡水痕迹或有其他适当的证明。被保险人必须及时提货，并在提货后十天内申请检验，否则，保险人不负赔偿责任。

本条款系本保单约定的货运险条款（以下简称“主险条款”）的一般附加险条款。本条款与本保单约定的主险条款的任何条文有抵触时，以本条款为准；本条款未尽事宜，以主险条款为准。

#### **K07. 短量险条款**

本保险对被保险货物在运输过程中，因外包装破裂或散装货物发生数量散失和实际重量短缺的损失负责赔偿，但正常的途耗除外。

本条款系本保单约定的货运险条款（以下简称“主险条款”）的一般附加险条款。本条款与本保单约定的主险条款的任何条文有抵触时，以本条款为准；本条款未尽事宜，以主险条款为准。

#### **K08. 混杂、沾污险条款**

本保险对被保险货物在运输过程中，因混杂、沾污所致的损失，负责赔偿。

本条款系本保单约定的货运险条款（以下简称“主险条款”）的一般附加险条款。本条款与本保单约定的主险条款的任何条文有抵触时，以本条款为准；本条款未尽事宜，以主险条款为准。

#### **K09. 渗漏险条款**

本保险对被保险货物在运输过程中，因容器损坏而引起的渗漏损失，或用液体储藏的货物因液体的渗漏而引起的货物腐败等损失，负责赔偿。

本条款系本保单约定的货运险条款（以下简称“主险条款”）的一般附加险条款。本条款与本保单约定的主险条款的任何条文有抵触时，以本条款为准；本条款未尽事宜，以主险条款为准。

#### **K10. 碰损、破碎险条款**

本保险对被保险货物在运输过程中因震动、碰撞、受压造成的破碎和碰撞损失，负责赔偿。

本条款系本保单约定的货运险条款（以下简称“主险条款”）的一般附加险条款。本条款与本保单约定的主险条款的任何条文有抵触时，以本条款为准；本条款未尽事宜，以主险条款为准。

#### **K11. 串味险条款**

本保险对被保险食物、中药材、化妆品原料等货物在运输过程中，因受其他物品的影响而引起的串味损失，负责赔偿。

本条款系本保单约定的货运险条款（以下简称“主险条款”）的一般附加险条款。本条款与本保单约定的主险条款的任何条文有抵触时，以本条款为准；本条款未尽事宜，以主险条款为准。

#### **K12. 受潮受热险条款**

本保险对被保险货物在运输过程中因气温突然变化或由于船上通风设备失灵致使船舱内水气凝结、发潮或发热所造成的损失，负责赔偿。

本条款系本保单约定的货运险条款（以下简称“主险条款”）的一般附加险条款。本条款与本保单约定的主险条款的任何条文有抵触时，以本条款为准；本条款未尽事宜，以主险条款为准。

#### **K13. 钩损险条款**

本保险对被保险货物在装卸过程中因遭受钩损而引起的损失，以及对包装进行修补或调换所支付的费用，均负责赔偿。

本条款系本保单约定的货运险条款（以下简称“主险条款”）的一般附加险条款。本条款与本保单约定的主险条款的任何条文有抵触时，以本条款为准；本条款未尽事宜，以主险条款为准。

#### **K14. 包装破裂险条款**

本保险对被保险货物，在运输过程中因搬运或装卸不慎，包装破裂所造成的损失，以及为继续运输安全所需要对包装进行修补或调换所支付的费用，均负责赔偿。

本条款系本保单约定的货运险条款（以下简称“主险条款”）的一般附加险条款。本条款与本保单约定的主险条款的任何条文有抵触时，以本条款为准；本条款未尽事宜，以主险条款为准。

#### **K15. 锈损险条款**

本保险对被保险货物在运输过程中发生的锈损，负责赔偿。

本条款系本保单约定的货运险条款（以下简称“主险条款”）的一般附加险条款。本条款与本保单约定的主险条款的任何条文有抵触时，以本条款为准；本条款未尽事宜，以主险条款为准。

#### **K16. 进口关税条款**

如被保险货物到达目的港后，因遭受本保险单责任范围以内的损失，而被保险人仍须按完好货物完税时，保险人对该项货物损失部分的进口关税负赔偿责任，但以不超过受损部分的保险价值\_\_\_\_\_为限。

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

#### **K17. 舱面货物条款**

本保险对被保险货物存放舱面时，除按本保险单所载条款负责外，还包括被抛弃或风浪冲击落水在内。

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

#### **K18. 拒收险条款**



(一) 保险人对被保险货物由于在进口港被进口国的政府或有关当局拒绝进口或没收予以负责，并按照被拒绝进口或没收货物的保险价值赔偿。

(二) 在被保险货物起运后，进口国宣布实行任何禁运或禁止，保险人仅负责赔偿运回到出口国或转口到其他目的地因而增加的运费。但最多不得超过该批货物的保险价值。

(三) 本保险的终止，自被保险货物卸离海轮存入卸货港的仓库时为止。或者

1. 被保险货物在目的港卸离海轮满二十天终止；
2. 被保险货物已被进口国的政府或有关当局允许进口时为止。

以首先发生者为准。

(四) 被保险人保证：

1. 被保险货物的生产、质量、包装和商品检验必须符合产地国和进口国的有关规定。
2. 被保险货物备有一切必需的有效的进口特许证或许可证。

(五) 保险人对下列原因引起的任何损失，不负赔偿责任：

1. 违反上述第（四）条中的任何一款；
2. 市价跌落；
3. 被保险货物记载的错误、商标或标记的错误、贸易契约或其他文件发生的错误或遗漏；
4. 违反产地国政府或有关当局关于出口货物的有关规定；
5. 被保险货物在起运前，进口国已经宣布实行禁运或禁止。

(六) 在发生本保险承保的损失时，被保险人应立即通知保险人，并按照保险人的要求采取一切可能的措施。保险人与被保险人对被拒绝进口或没收货物采取的一切措施都不应视为接受赔偿或放弃索赔的表示。

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

#### **K19. 黄曲霉素险条款**

本保险对被保险货物，在保险责任有效期内，在进口港或进口地经当地卫生当局检验证明，因含有黄曲霉毒素，并且超过了进口国对该毒素的限制标准，必须拒绝进口、没收或强制改变用途时，保险人按照被拒绝进口或被没收部分货物的保险价值或改变用途所造成的损失，负责赔偿。

如发生本条款项下的损失，被保险人同意，在保险人需要时应尽力处理拒绝进口或强制改变用途的货物，或申请仲裁。

本条款不负责由于其他原因所致的被有关当局拒绝进口或没收或强制改变用途的货物的损失。

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

#### **K20. 出口货物到香港（包括九龙在内）或澳门存仓火险责任扩展条款**

(一) 所保货物，经运抵目的地香港（包括九龙在内）或澳门，卸离运输工具后，如直接存放于本保险单载明的过户银行所指定的仓库时，本保险单对存仓火险的责任，自运输责任终止时开始，特予继续负责，直至：

1. 上述银行收回押款解除对货物的权益终止为止，或

2. 自运输险责任终止时起计满三十天为止，如被保险人在期满前，用书面申请延长并交付所需的保险费后，得予继续延长。

上述 1、2 两项应以其中首先发生者为准。

(二) 如所保货物，卸离运输工具后，不存入上述第（一）条所载的仓库，而存入其他仓库时，则本保险单责任终止的期限，概按本保险人运输条款的规定办理。

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

## **K21. 公路货物运输保险附加盗窃、抢劫保险条款**

### **(一) 保险责任**

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

### **(二) 责任起迄**

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

### **(三) 责任免除**

下列原因造成保险货物的损失，保险人不负赔偿责任：

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

### **(四) 投保人或被保险人的义务**

1. 投保人或被保险人获知或应当获知保险货物发生保险责任范围内的损失后，应立即向当地公安部门报案，并同时通知保险人。故意或者因重大过失未及时通知，致使保险事故的性质、原因、损失程度等难以确定的，保险人对无法确定的部分，不承担赔偿责任，但保险人通过其他途径已经及时知道或者应当及时知道保险事故发生的除外。

2. 当货物发生损失时，投保人或被保险人应采取积极有效措施制止货物损失进一步扩大，否则保险人就损失扩大部分不负赔偿责任。

### **(五) 赔偿处理**

1. 被保险人向保险人索赔时，须提供出险地公安部门出具的证明；全车被骗的，须提供出险地县级以上（含县级）公安刑侦部门出具的证明。否则，保险人有权对部分或全部经济损失不负赔偿责任。

2. 本附加险责任范围内的盗窃、抢劫、哄抢所造成的保险货物的直接经济损失，在被保险人报案 30 天后未能侦破，并由被保险人出具盗窃、抢劫、哄抢事故报告、损失清单、公安部门的证明材料及被保险人所能提供的其他与确认保险事故的性质、原因、损失程度等有关的证明和资料后，保险人给予赔偿。全车被骗所致保险货物的直接经济损失，须经县级以上（含县级）公安刑侦部门立案满三个月未能侦破，被保险人出具公安部门的证明材料及保险人认为必要的其他单证后保险人给予赔偿。

3. 经公安部门破案被追回的保险货物，双方应当协商处理。

4. 保险货物发生保险责任范围内的损失时,赔偿按主险条款赔偿处理的有关规定计算赔偿金额。**被盗、被抢货物的赔偿均实行 20%的绝对免赔,全车被骗的赔偿实行 30%的绝对免赔。**

#### **(六)其他事项**

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

#### **K22. 附加进口集装箱货物运输保险条款**

(一)进口集装箱货物运输保险责任按原运输保险单责任范围负责,但保险责任至原保险单载明的目的港收货人仓库终止。

(二)集装箱货物运抵目的港,原箱未经启封而转运内地的,其保险责任至转运目的地收货人仓库终止。

(三)如集装箱货物运抵目的港或目的港集装箱转运站,一经启封开箱,全部或部分箱内货物仍需继续转运内地时,**被保险人或其代理人必须征得保险人同意**,按原保险条件和保险金额办理加批加费手续后,保险责任可至转运单上标明的目的地收货人仓库终止。

(四)集装箱在目的港转运站,收货人仓库或经转运至目的地收货人仓库,被发现箱体有明显损坏或铅封被损坏或灭失,或铅封号码与提单、发票所列的号码不符时,被保险人或其代理人或收货人应保留现场,保存原铅封,并立即通知保险人进行联合检验。

(五)**凡集装箱箱体无明显损坏,铅封完整,经启封开箱后,发现内装货物数量规格等与合同规定不符,或因积载或配载不当所致的残损不属保险责任。**

(六)进口集装箱货物残损或短缺涉及承运人或第三者责任的,被保险人有义务先向有关承运人或第三者取证,进行索偿和保留追索权。

(七)**装运货物的集装箱必须具有合格的检验证书,如因集装箱不适货而造成的货物残损或短少不属保险责任。**

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

#### **K23. 附加海运进口货物国内转运期间保险条款**

(一)保险人同意将“海洋运输货物保险条款”规定的保险责任期限扩展如下:

保险货物运至海运提单载明的我国卸货港后,如需转运至国内其他地区,保险人按“海洋运输货物保险条款”规定的保险险别(战争险除外),继续负责转运期间的保险责任,直至所保货物运至卸货港货物转运单据上载明的国内最后目的地

1. 经收货单位提货后运抵其仓库时终止,或

2. 自货物进入承运人仓库或堆场当日零时起算满三十天终止。

以上 1、2 两项,以首先发生的一项为准。卸货港等待转运期间的保险责任,以货物全部卸离海轮当日零时起算满六十天终止。如货物不能在六十天内转运,收货或接货单位可在六十天满期前开列不能转运的货物清单,申请展延保险期间。保险人可根据具体情况决定是否同意展延和确定展延的日期。如同意展延,展延期限最长不能超过六十天。在期限届满一百二十天之后,如仍要求继续展延,经保险人同意后,每三十天为一期按保险人规定加费。转运货物在卸货港存放满六十天或经展延保险期间届满而未继续办理保险责任展延申请的,收货或接货单位应即在港口进行检验。如发现货物有短缺或残损,应在保险责任终止之日起十天内通知本公司港口机构进行联合检验。保险人仅对在港口检验确定的货物损失负保险责任。

(二)保险人对所有散装货物(如散装油类、粮、糖、矿石、矿砂、废钢铁、废轮胎等)以及化肥,古巴糖,活牲畜,新鲜果菜所负的保险责任,一律按“海洋运输货物保险条款”的规定在卸货港终止,不负责国内转运期间的保险责任。

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

#### **K24. 货物 ISM 转运费条款**

本保险以该航程所载货物之保险价值为限，扩展赔偿被保险人如下适当的、合理的任何额外费用：卸货、仓储和转运保险标的至本保单承保目的地及随后自船上卸下货物，而该船被扣留、留置或转航至任何其他港口或地点（非原定目的地）的，该航程于下列情形之一时终止：

a) 该船舶未根据 ISM 编号获得认证，

或者

b) 船东或营运人未持有当前的符合文件

如海上人命安全公约(联合国 IMCO)（1974 年修正版）所要求。

本条款不适用于共同海损、救助或救助费用，但应受制于本保单所包括的所有其他条款、条件和除外责任以及 JCC（联合货物运输委员会）的货物 ISM 批单（JC98/019）。

#### **CARGO ISM FORWARDING CHARGES CLAUSE**

This insurance is extended to reimburse the Insured, up to the limit of the sum insured for the voyage, 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 following release of cargo from a vessel arrested or detained at or diverted to any other port or place (other than the intended port of destination) where the voyage is terminated due either:

a) to such vessel not being certified in accordance with the ISM Code,

or

b) to a current Document of Compliance not being held by her owners or operators

as required under the SOLAS Convention 1974 as amended.

This clause, which does not apply to General Average or Salvage or Salvage Charges, is subject to all other terms, conditions and exclusions contained in the policy and to JCC Cargo ISM Endorsement JC98/019.

#### **K25. 集装箱滞期费条款**

若被保险人受承保人指示留置某一联运集装箱，且若被保险人因留置该集装箱超过返还期而被课以滞期费，承保人将赔偿该滞期费。赔偿金额应为按如下时间计算的滞期费：自承保人指示被保险人留置集装箱之时起至承保人通知返还该集装箱之时止。

#### **CONTAINER DEMURRAGE CHARGES**

If the Insured is instructed by the Insurer(s) to hold an intermodal container, and if the Insured is assessed a demurrage charge for holding the intermodal container past the return date, the Insurer(s) will pay the demurrage charges. The amount the Insurer(s) will pay shall be the charges assessed from the time the Insurer(s) direct the Insured to hold the container until the time the Insurer(s) inform the Insured that the container can be released.

#### **K26. 条件差异、增值、意外条款**

兹经双方同意，承保包含保险的货物买卖，或保险货物加有保险保障的关税，但要受下列部分或全部条款的约束：

##### **A. 条件差异**

本保险承保供货商、收货人、托运人或承运人提供的保险中所不承保的风险，但其保险最初声明承保的风险除外。

##### **B. 价值增加**

本保险承保供货商、收货人、托运人或承运人提供的保险中的保险价值与此处根据估值条款声明的价值之间的任何差额。本保险还承保未能在托运人提供的保险中得到赔偿的共同海损和/或救助费用的超额分摊部分，本保险负责供货商、收货人、托运人或承运人所提供保险的保险价值与此处根据估值条款所声明的价值之间的任何差额。本保险还负责不能在托运人提供的保单中得到赔偿的共同海损和/或救助费用的超额分摊部分，但保险人所承担的这些

费用，不超过本保单的保险价值（扣除保险人负责的单独海损部分）与托运人或承运人所提供保险的保险价值与应分摊价值的差额的比例部分，或者当承保超额责任的保险价值超过这个差额时，按照本保单保险价值与承保超额责任的保险价值的总和的比例部分。

（内部说明：INCREASED VALUE 条款与船舶险的超额保险中的共损和救助分摊条款基本相似，只是其中的“托运人或承运人所提供保险的保险价值与应分摊价值的差额”，其实表达的就是差额部分责任，EXCESS 部分。）

#### C. 意外

如果承保的风险不能在供货商、收货人、托运人或承运人提供的保险下得到赔偿，保险人承诺预付给被保险人可摊回损失的数额，该预付额最多为原保险下可得到的数额。被保险人同意在保险人付费和指导的情况下履行其在原保险合同项下的权利。

### **D.I.C., INCREASED VALUE, CONTINGENCY**

It is agreed that shipments bought or sold on terms including insurance, or shipments insured and carried under tariffs providing insurance are covered hereunder, subject to any or all of the following clauses:

#### A. Difference in Conditions

This insurance is to cover the risks not covered in the insurance furnished by the, supplier, receiver, shipper or carrier but which would be covered had the insurance been originally declared hereunder.

#### B. Increased Value

This insurance is to cover any difference between the value insured in this insurance furnished by the supplier, receiver, shipper or carrier and the value which would have been declared in accordance with valuation clauses herein. Also to cover such proportion of excess General Average and/or Salvage Charges as shall not be recoverable under the policy furnished by the shipper, but Insurer(s) shall not be liable for a greater proportion of such charges than the value insured hereunder (less a Particular Average for which Insurer(s) are liable) bear to the difference between the value insured under the policy provided by the shipper or carrier and the contributory value or to the total value insured against excesses if the total value insured against excesses exceeds such difference.

#### C. Contingency

In the event of failure to collect under the insurance arranged by the supplier, receiver, shipper or carrier for loss and/or damage by perils insured against hereunder, the Insurer(s) agree to advance to the Insured the amount of the recoverable loss such advance to be repayable only to the amount collected under the original insurance. The Insured agrees to enforce their rights under the original insurance at the expense and under the direction of the Insurer(s).

### **K27. 清除残骸条款**

兹经双方声明并约定，即使本节其他部分有任何相反规定，本公司在同意的情况下，将赔偿被保险人由其导致的清除残骸和销毁受损货物的必要的成本和费用，其中被保险财产必要的一部分或几部分是由本保单同意的任何原因造成的损害。

本条款提供的赔偿额外于本部分其他条款和条件所提供的赔偿，但最高限额\_\_\_\_\_。

### **DEBRIS REMOVAL CLAUSE**

It is hereby declared and agreed notwithstanding anything contained elsewhere in this section to the contrary that the Insurer will indemnify the Assured against costs and expenses necessarily incurred by the Assured, with the consent of the Insurer, in removing debris and the destruction of damaged goods where necessary of the portion or portions of the insured property or damaged by any cause for which indemnity is granted by this policy.

The indemnity provided by this clause shall be in addition to the indemnity provided by the other terms and conditions of this section, but limited to \_\_\_\_\_.

### **K28. 延期拆除包装条款**

兹经双方同意，本公司负责赔偿被保险货物在保险航程和/或内陆运输期间，托运至本保单指明的最后目的地或地点，在延期拆除包装时由承保风险造成的损失或损害，但是，该延迟拆除包装须限定在货物到达指定地点后的 30 天内。

本条款不应被解释为保险期限的扩展,所以本公司不负责货物已经到达指明地点后的损失或损害。

保证保险货物到达最后目的地或此处所指明的地点时,如果发现外包装明显损坏或异常,被保险人应立即通知本公司。

#### **DEFERRED UNPACKING CLAUSE**

It is mutually agreed that the Company shall be also liable for loss of or damage to the insured cargo consigned to the final destination or premises as named in the policy which is found at the time of deferred unpacking and caused by the perils insured against herein during the insured voyage and/or inland transit provided, however, such deferred unpacking be limited to 30 days after arrival of the cargo at the named premises.

This clause shall not be construed as an extension of the insured period, so the Company shall not be liable for loss or damage which may occur after the cargo has arrived at the named premises.

Warranted that upon arrival of the insured cargo at the final destination or premises as named herein if any damaged/abnormal condition is apparent to the external package(s), an immediate notice of it should be given to the Company by the Assured.

#### **K29. 延迟开箱/50: 50**

在此同意: 当打开集装箱、包装箱或外包装时发现的任何货物的毁损或灭失应视为发生在本保险承保的运输期间(无论被保险人之可保利益是否生效), 应当得到相应的赔偿, 除非有确凿证据得到相反的结论; 在此约定, 当任何集装箱、包装箱或外包装发现有破损痕迹时应在该保险终止时立即打开包装。进而同意: 货物运抵约定场地时凭视觉进行外观检验后, 一旦发现损失, 应立即通知保险人详情。

然而, 本约定仅适于在该保险终止后 90 天内发现的损失。

在上述 90 天有效期到期之后发现损失, 且该损失可以在安装工程险或本保险项下得到合理补偿, 则可以考虑全部或部分地赔偿该损失, 该损失可如下处理: -

A) 当损失可以被确凿认定是由运抵约定场地前的风险导致或是由运抵后的风险导致时, 根据实际情况, 由运输险保险人或安装工程险保险人进行相应处理。

B) 当损失无法确凿认定是由运抵约定场地前的风险导致还是运抵后的风险导致时, 损失费用由运输险保险人或安装工程险保险人平均分摊。

货运险保险人适用的免赔额为保单规定的 50%。

#### **DELAY IN OPENING/50:50**

It is agreed that any loss or damage discovered on opening containers, cases and/or packages shall be deemed to have occurred during the transit insured hereunder (and irrespective of attachment of Insured's interest) and shall be paid for accordingly unless proof conclusive to the contrary be established, it being understood that any containers, cases and/or packages showing signs of damage are to be opened immediately on the cessation of risk hereunder. It is further agreed that in event of loss or damage being discovered upon visual inspection on arrival at contract site, details of such to be notified promptly to Insurer(s) hereon.

This agreement shall, however, only apply where such loss or damage is discovered within 90 days of the cessation of risk hereunder.

Where loss or damage is discovered after the expiry of the above-mentioned period of 90 days and the resultant claim can reasonably be considered to be recoverable, wholly or in part, either under the Insured's CAR/EAR Insurance or the insurance hereunder, the loss shall be dealt with as follows:

A) Where the loss or damage can be clearly established that such loss or damage was caused before or after arrival at the contract site. It shall be dealt with by the MARINE Insurer(s) or the CAR/EAR Insurer(s) as applicable.

B) Where it is not possible to clearly establish whether the damage to an item was caused before or after arrival at the contract site it is hereby agreed that the cost of such damage shall be shared equally between the Marine Insurer(s) and the CAR/EAR Insurer(s).

The deductible to be applied by the Marine Insurer(s) will be 50% of that shown herein.

#### **K30. 故意损害——污染风险条款**

本保险扩展承保，但仅当保险财产位于水上运输工具时，上述财产由于政府当局出于公共安全而采取的避免或减轻污染风险或威胁的措施所造成的直接损失或损害，假定该事故需要政府采取行为，则在本保险下将得到赔偿。（根据所有的条款、条件和保证，如果保险财产直接由于该事故遭受直接物质损失或损害）

本协议不增加其他地方的责任限额。

#### **DELIBERATE DAMAGE - POLLUTION HAZARD**

This insurance is extended to cover, but only while the property insured is on board a waterborne conveyance, loss of or damage to said property directly caused by governmental authorities acting for the public welfare to prevent or mitigate a pollution hazard or threat thereof, provided that the accident or occurrence creating the situation which required such governmental action would have resulted in a recoverable claim under this insurance (subject to all of its terms, conditions and warranties if the property insured would have sustained physical loss or damage as a direct result of such accident or insurance).

This agreement shall not increase the Limits of Liability provided for elsewhere herein.

#### **K31. 故意损害——海关服务条款**

本保险也特别承保，由于海关服务代理人在进行检验时或其他正当的政府代理替海关进行检验时所造成的物质损失或损害。

#### **DELIBERATE DAMAGE CLAUSE - CUSTOMS SERVICE**

This insurance is also specially to cover, physical loss of or damage to the goods insured arising out of the performance of inspection duties by Customs Service Agents or other duly constituted governmental agencies who are performing inspection duties of or for the Customs Service.

#### **K32. 错误及遗漏**

本保险将不受非故意的错误、遗漏或申报时的疏忽的影响，其前提是上述问题必须在被保险人获知时尽快与承保人沟通，如必要，需加收保费。

#### **ERRORS AND OMISSIONS**

This insurance shall not be vitiated by an unintentional error, omission or oversight in making declarations, provided the same be communicated to the Insurer(s) as soon as known to the Insured and premium paid, if required.

#### **K33. FOB 批单条款**

兹经双方同意，承保从仓库到离岸远洋轮船或飞机，包括所有临时车站和停留地和/或附带运往/离包装商，以及所有装载和/或积载操作，直到装载到远洋轮船之上。其后的风险只有在此说明才应属于卖方的利益。

#### **FOB ENDORSEMENT**

It is hereby noted and agreed to cover goods on conditions as defined herein from warehouse up to Free On Board Ocean Steamer or Aircraft, including all temporary stops and stays and/or incidental transits to and/or from packers if incurred, and all loading and/or stowage operations until completion of stowage aboard overseas vessel. The risk thereafter shall be of Sellers interest only as defined herein.

#### **K34. 熏蒸条款**

假使船舶、码头、仓库或其它运输工具（或在该船舶、码头、仓库或运输工具上或内的货物、货品或商品），依法被当局禁令运走或入库进行熏蒸，保险人同意赔偿被保险人因此产生的损失及费用。

#### **FUMIGATION CLAUSE**

In the event of the vessel, wharf, warehouse or conveyance (or of cargo and/or goods and/or merchandise on or in such vessel, wharf, warehouse or conveyance) in or on which the interest

insured is transported or stored being fumigated by order of properly constituted authority, Insurer(s) agree to indemnify the Insured for loss or expense arising therefrom.

### **K35. 放弃代位求偿权条款**

在此，保险人同意放弃对所有被保险人各方的追偿权利。

在合理的时间内通知首席保险人并尽到合理注意义务的情况下，被保险人在本保单请求补偿的权利不因其丧失对承运人、受托人或其他各方的追偿权而受到损害。

### **GENERAL WAIVER OF SUBROGATION**

Insurer(s) hereby agree to waive rights of subrogation against all parties comprising of the Insured. It is hereby agreed that the insurance coverage provided under this insurance is not to be prejudiced by the Insured's inability of recovering against carriers, bailees or other parties but subject to the precondition within reasonable days to the Lead Insurer and reasonable liability is assumed.

### **K36. 由于承保损失造成的运费增加条款**

兹经双方同意，如果本保险下发生可保的损失，且被保险人重置货物，本保险也特别承保任何额外的重置货物的运费，额外费用通过比较原先出货的运费比率和重置货物的运费比率来确定。如果运费按照与原来的装船相同的基础进行计算，则可赔偿的额外费用数额不应超过原来全部装船已付运费的 100%。

### **INCREASED FREIGHT ON ACCOUNT OF A COVERED LOSS**

It is understood and agreed that if there is a loss recoverable under this insurance and the Insured makes a replacement shipment, this insurance also specially to cover any excess cost of freight on the replacement shipment, the excess cost being determined by comparing the rate of freight on the original shipment with the rate of freight on the replacement shipment. In no event shall the amount of excess freight recoverable hereunder be greater than 100% of the freight paid on the entire original shipment providing such freight is on the same basis as the original shipment.

### **K37. 包装不当条款**

当被保货物、货品或财产由于所谓的包装或准备不足或不适而引起损失发生时，承保人同意不以所谓的包装或准备不足或不适而拒赔。

本条项下，“包装”定义为包括在集装箱、拖车或火车内的堆放。

### **INSUFFICIENCY OF PACKING CLAUSE**

In the event of a claim being made for loss or damage which is alleged to be caused by insufficiency or unsuitability of packing or preparation of the insured goods and/or merchandise and/or property, the Insurer(s) hereby agrees that it will not assert such alleged insufficiency or unsuitability as a defence against the claim.

For the purpose of this Clause, "packing" shall be deemed to include stowage in a container, trailer or rail car.

### **K38. 海洋运输扩展条款**

本保险单特别承保下列情况下的货物：

- i. 偏航、延迟、强迫卸货、重装和转运；
- ii. 任何其他由于船主或租用货船合同中的租船主上岸许可原因引起的风险。

当船主或由于租船合同终止后的租船主在非原被保险人目的地的港口或地点使用许可上岸的权利，保险持续有效，直到货物售出或抵达出售的港口或地点；或者，如果货物并未售出而被转运原被保险人的目的地或任何其他目的地，本保险持续有效直到货物本抵达本保单中提供的最终的仓库。

### **MARINE EXTENSION CLAUSES**

This insurance specially to cover the goods during:

- i. deviation, delay, forced discharge, reshipment and transshipment;
- ii. any other variation of the adventure arising from the exercise of a liberty granted to the



shipowner or charterer under the contract of affreightment.

In the event of the exercise of any liberty granted to the shipowner or charter under the contract of affreightment whereby such contract is terminated at a port or place other than original insured destination, the insurance continues until the goods are sold and delivered at such port or place; or, if the goods be not sold but are forwarded to the original insured destination or to any other destination this insurance continues until the goods have arrived at final warehouse as provided herein.

#### **K39. 二手货重置条款**

如保险设备的单个或多个部件发生保险单责任范围内的损失，保险人对受损部件的修理或者重置费用的赔偿责任不超过该相应新设备的保险价值，因运输与重新安装新部件产生的额外费用（含关税）也予以赔偿。

**Subject to Institute Replacement Clause - 1/1/34 (Clause 161) but in respect of any used and/or second-hand interests, the following clause shall apply:**

In the event of loss of or damage to any part or parts of an insured machine caused by a peril covered by this insurance, the amount recoverable hereunder shall not exceed such proportion of the cost of replacement or repair of such part or parts as the insured value bears to the value of a new machine (on the date of attachment of cover hereunder in respect of the insured machine), plus additional charges (including Duty, if applicable) for forwarding and refitting the new part or parts, if incurred.

#### **K40. 错误与疏漏条款**

兹经双方同意，本保险项下的赔偿责任不因被保险人非故意地延迟、错误或遗漏向本公司申报有关信息而被拒负，一旦被保险人明白其疏忽或遗漏应在合理的时间内尽快向本公司申报，并根据保险公司要求支付自风险增加之日起的附加保险费。

#### **ERRORS AND OMISSIONS CLAUSE**

This insurance shall not be vitiated by any unintentional delay, error, omission or oversight in making declarations, provided the same be communicated to the Insurer(s) as soon as practicable after the said facts becomes known to the Assured and deficiency of premium, if any, made good.

#### **K41. 适航认可条款**

被保险人和保险人均认可使用的运输工具在适航状态。损失发生时，被保险人的获赔权利不因被保险人不知情的船东及其职员的疏忽行为而受影响。

#### **SEAWORTHINESS ADMITTED CLAUSE**

The seaworthiness of the vessel, craft and/or conveyance as between the Insured and Insurer(s) is hereby admitted. In the event of loss, the Insured's right of recovery hereunder shall not be prejudiced by the fact that the loss may have been attributable to the wrongful act or misconduct of the shipowners, or their servants, committed without the privity of the Insured.

#### **K42. 提单条款**

提单与租船合同中的疏忽条款与潜在缺陷条款并不影响本保单项下被保险人的索赔权。被保险人、保险人承认船舶的适航性，船东及其雇佣人在被保险人不知情的错误或不当行为亦不影响被保险人在本保单项下的索赔权。允许船舶在有或没有引航员的情况下拖带或者协助其他船舶，并允许船舶被拖带。

#### **BILL OF LADING CLAUSE**

The Insured is not to be prejudiced by the presence of the negligence clause and/or latent defect clause in the Bills of Lading and/or Charter Party. The seaworthiness of the vessel as between the Insured and the Insurer(s) is hereby admitted and the wrongful act or misconduct of the ship owner or his servants causing a loss is not to defeat the recovery by an innocent Insured, if the loss, in the absence of such wrongful act or misconduct, would have been a loss recoverable hereunder.

Leave is granted to sail with or without pilots and to tow and assist vessels or craft in all situations and to be towed.

#### **K43. 放弃对承运人的追偿权利条款**

兹约定，被保财产因保险事故造成损失，保险人放弃对被保险人为运输货物直接与之签订运输合同的承运方的追偿权，但前提是该承运方是正常履行了承运合同规定的责任义务，即本条款不存在时其应承担的责任和义务。

#### **WAIVER OF SUBROGATION RIGHTS AGAINST THE CARRIER(S)**

It is understood and agreed that the Insurer agrees to waive all of its rights of subrogation against the carrier(s) with whom the Insured directly enters carriage contracts for accidental loss/damage to the goods that are indemnifiable under this Policy subject to the carrier(s) undertaking its duties and responsibilities under such carriage contracts, in the same manner as if this clause is not available.

## **二 限制类**

#### **X01. 易腐货物条款**

本保险对所保货物因市场变动所致的损失或由于延迟（不论是否由于所保危险或其他原因所致）而引起的损失或腐败，概不负责。

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

#### **X02. 海关检验条款**

本保险承保的偷窃、短少损失，以被保险货物到达目的地的海关内为止。如在上述地点发现损失，必须向本保险单所指定的检验、理赔代理人申请检验、确定损失。被保险货物在此以后所遭受的偷窃、短少损失，本保险不负赔偿责任。

本保险单原有的责任起讫的规定应作相应的修正。

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

#### **X03. 码头检验条款**

本保险承保的偷窃、短少损失，以被保险货物到达最后卸货港卸至码头货棚时为止。如在上述地点发现损失，必须向本保险单所指定的检验、理赔代理人申请检验，确定损失。

被保险货物在此以后所遭受的偷窃、短少的损失，本保险不负赔偿责任。

本保险单原有的责任起讫的规定应作相应的修正。

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

#### **X04. 卖方利益保险条款**

本保险系卖方利益保险，负责赔偿货物在遭受本保险单载明承保险别的条款责任范围内的卖方损失。但本保险仅在买方不支付该项受损货物部分的损失时才予赔偿。被保险人应将其向买方或第三者的权利转移给保险人。

如对本保险单项下的任何利益或赔款转让，保险人即解除其全部责任。

本条款系本保单约定的货运险条款（以下简称“主险条款”）的附加险条款。本条款与本保

单约定的主险条款的任何条文有抵触时，以本条款为准；本条款未尽事宜，以主险条款为准。

#### **X05. 原子和核除外条款**

本保险决不承保因使用任何有原子或核裂变和/或核聚变或其他类似反应或放射性力量或物质制造的战争武器所造成的损失或费用。下列规定是首要的并将优于在本合同其他地方可能出现的任何规定：如果本保险扩展承保上述战争险除外条款不予承保的任何损失或费用，那么这样的战争险不扩展承保基于所承保的航程失败或损失而产生的任何索赔。

#### **Atomic and Nuclear Exclusion Clause**

In no case shall this insurance cover 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.

The following provision shall be paramount and shall override anything which may appear elsewhere in this contract: Should this insurance be extended to cover any loss damage or expense excluded by the above war exclusion clause, such war risks cover shall not extend to any claim based upon loss of or frustration of the Insured voyage or adventure.

#### **X06. 银行条款**

兹保证并经本公司和被保险人同意，如果发生可以在本保单项下得到补偿的损失或损坏，本公司将不对高于根据本保单上列明的汇率所计算出的损失金额部分负责。

#### **Bank Clause**

It is warranted and agreed to by the Assured and the Company that in the event of loss or damage becoming recoverable under this Policy, the Company will not be liable for more than its share of the loss or damage at the rate of exchange mentioned in this Policy.

#### **X07. 合并加固/重新包装条款**

除非另有规定，本保险扩展承保被保财产在下列情况时的风险：无论在何时、何地未到达目的地而停止运输时，为合并、分拆、包装、重新包装、装箱、掏箱、分送、重新分送，或者据保险条款自抵达货运代理公司、装载公司、卡车公司、仓储公司或其他公司的处所不超过90天。超出上述时限需加收保费。

#### **CONSOLIDATION/REPACKING CLAUSE**

Notwithstanding anything contained elsewhere herein to the contrary, this insurance is extended to cover the property insured hereunder, whenever same is stopped in transit, anywhere in the world, short of final destination, for the purpose of consolidation, deconsolidation, packing, repacking, containerisation, decontainerisation, distribution, redistribution, or otherwise subject to insurance conditions for a period not exceeding ninety (90) days after arrival at premises of freight forwarders, consolidators, truckers, warehousemen, or others. Held covered in excess of the above time limit at an additional premium if required.

#### **X08. 持有和控制条款**

如果含有品牌、商标、制造商或被保险人担保的货物或商品由于承保风险造成损失或损害，则这些损坏的货物或商品的残余价值应当在去除所有的品牌或商标后根据被保险人的选择来确定。未经被保险人同意，应由被保险人保留控制其转卖或处置。经被保险人同意，可以去除所有的品牌和商标之后进行可行性修复并卖掉这些货物或商品。

#### **POSSESSION AND CONTROL**

In the event of loss or damage from a peril insured herein to goods or merchandise carrying a brand or trademark or implying a guarantee of the manufacturers or of the assured, the salvage value of such damaged goods or merchandise shall, at the option of the assured, be determined after removal of all brands or trademarks. The assured shall retain control of all be resold or otherwise disposed of without the assured's consent. The assured agrees whenever practicable to recondition and sell such goods or merchandise after removal of all brands and trademarks.

## **X09. 法律适用与司法管辖权**

本保单适用中华人民共和国的法律，各相关方同意将争议提交中华人民共和国的法院审理，该法院对本保单项下的争议享有独占的司法管辖权。

### **CHOICE OF LAW AND JURISDICTION**

This reinsurance shall be governed by and construed in accordance with the law of the People's Republic of China and each party agrees to submit to the exclusive jurisdiction of the Courts of the People's Republic of China.

## **三 规范类**

### **G01. 交货不到条款**

本保险自货物装上船舶时开始，不论由于任何原因，如货物不能在预定抵达目的地的日期起六个月以内交讫，保险人同意按全损予以赔付，但该货物之全部权益应转移给保险人。被保险人保证已获得一切许可证。**所有运输险及战争险项下应予负责的损失，概不包括在本条款责任范围之内。**

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

### **G02. 估价和损失理算基础条款**

本保单项下的估价和损失理算基础是 C. I. F. 价包括如果有并且需要的关税，和/或如信用证或类似文件另有其他规定或在装运前或在一个已知或已报的损失前有声明的。损失理算和估价也包括到达时因支付运费和类似费用而增加的价值。损失理算和估价也包括因根据下述的关税条款而需支付关税而增加的价值。

#### **Basis of Valuation and Loss Settlement Clause**

The basis of valuation and loss settlement under this Policy shall be the C.I.F. including duty if and as applicable and/or as may otherwise be stipulated in letters of credit or similar documents or as may be otherwise declared prior to shipment or to a known or reported loss.

Loss settlement and valuation should also include increased value on arrival by reason of payment of freight charges and the like. Loss settlement and valuation should also include increased value by reason of payment of duty if and as applicable subject to duty clause below.

### **G03. 估价基础和重置条款**

成本、保险费和运费加上在已知的损失或事故之前发生的所有费用或按所声明和约定的估价。

兹声明并约定保险财产的修理和/或重置费用将包括所有的税和进口关税，即使在原保险财产装运时已经放弃和在保单开始生效后征收。兹声明并约定如果需要，估价基础将是成本、保费和运费加成 10%加所有费用，假如是在一个已知的损失或事故之前，被保险人在规定或约定的时间内在调整声明中声明其价值。

#### **Basis of Valuation and Replacement Clause**

Cost, Insurance and Freight plus all charges or as may be declared and agreed, prior to known loss or casualty. It is noted and agreed that the cost of repair and/or replacement of the Insured Property hereon shall cover all taxes and import duties even if they have been waived on the shipment of the original Insured Property and imposed subsequent to the inception of the Policy. It is noted and agreed that if required the Basis of Valuation hereon shall be Cost Insurance and Freight plus 10 per cent plus all charges provided always that prior to a known loss or casualty the Insured shall declare such values in the adjustment declaration at the specified time or as agreed.

### **G04. 海运提单条款**

被保险人的利益不受提单或租船契约中疏忽条款或潜在缺陷条款的侵害，本保险承认投保人与被保险人关于对船舶适航性的约定，但因船东或其雇员之不当行为或误操作引起的损失不影响无辜被保险人获赔。

## **BILL OF LADING**

The Insured is not to be prejudiced by the presence of the negligence clause and/or latent defect clause in the Bills of Lading and/or Charter Party. The seaworthiness of the vessel as between the Insured and the Insurer(s) is hereby admitted and the wrongful act or misconduct of the shipowner or his servants causing a loss is not to defeat the recovery by an innocent Insured, if the loss, in the absence of such wrongful act or misconduct, would have been a loss recoverable hereunder. Leave is granted to sail with or without pilots and to tow and assist vessels or craft in all situations and to be towed.

### **G05. 船舶互撞条款**

如果被保货物的提单或租船契约包括“双方过失碰撞条款”或类似条款，保险人同意就本保险承保的所有损失，根据该条款赔偿被保险人有责任支付给船东的责任金额或者被保险人依法必须承担的除共同所有权、管理权、代理权或其他的任何利益之外的责任金额。

## **BOTH TO BLAME**

In the event the Bills of Lading and/or Charter Party for merchandise insured hereunder contain the so-called "Both to Blame Collision Clause" or similar clause, the Insurer(s) agree as to all losses covered by this insurance, to indemnify the Insured for the amount which they are legally bound to pay the shipowner under such clause, or would be legally bound to pay except for common ownership, management, agency or other interest.

### **G06. 货物 ISM 批单**

适用于滚装船运输。

自 1998 年 7 月 1 日生效，适用于如下船载运输：

- 1) 客船运载乘客超过 12 人的及
- 2) 油轮、化工货轮、天然气轮、散装货轮及速度不低于 500gt 的高速小货船。

自 2002 年 7 月 1 日生效，适用于所有其他速度不低于 500gt 的货船及移动钻井平台装载的货物。

无论如何，本保险不承担如下的损失或费用：装载保险标的的船舶不具有 ISM（工业安全手册）所认证的编号，或船东/营运人未持有符合 ISM 编号的文件，且该保险标的装上船舶的时候，被保险人知晓或在常规商业惯例中应当知晓：

- a) 该船舶未根据 ISM 编号获得认证，
- b) 或者船东或营运人未持有现行的符合文件

如海上人命安全公约(联合国 IMCO)（1974 年修正版）所要求。

本除外批单不适用于如下情形：当本保险利益已被转移至索赔方，且该索赔方依照契约合同已经善意购买或同意购买该保险标的。

## **CARGO ISM ENDORSEMENT (JC 98/019 1 May 1998)**

Applicable to shipments on board Ro-Ro passenger ferries.

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

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

Applicable with effect from 1 July 2002 to 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 or whose owners or operators do not hold an ISM Code Document of Compliance when, at the time of loading of the subject-matter insured on board the vessel, the Insured were aware, or in the ordinary course of business should have been aware:

- a) Either that such vessel was not certified in accordance with the ISM Code,

b) or that a current Document of Compliance was not held by her owners or operators as required under the SOLAS Convention 1974 as amended.

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

#### **G07. CIF 进口条款**

若按照 CIF 或类似条件购买货物，供应商未能使保险生效，随后致使保险不起作用或保障过于受限，则这些货物应当按照正常的承保条件来承保。

在该情况下，保险人取代被保险人的所有权利向供应商和/或供应商的保险人和/或其他方要求赔偿。

#### **CIF IMPORT CLAUSE**

Where goods are purchased CIF or similar terms and the Supplier fails to effect insurance of effects and insurance which is subsequently rendered inoperative or which is more restricted than the protection afforded hereunder, such goods shall be covered hereunder on the normal cover conditions.

In such cases, Underwriters are to be subrogated to all rights and remedies of the Assured against the Supplier and/or the Supplier's Insurers and/or other parties.

#### **G08. 驳船条款**

包括小船、橡皮船和/或驳船驶往或驶离船舶；每一艘小船、橡皮船和/或驳船应被视作独立的保单。也承保任何特殊的或额外的驳运。被保险人不受任何免除驳船工责任的协议的损害。

#### **CRAFT, ETC**

Including the risk by craft, raft and/or lighter to and from the vessel; each craft, raft and/or lighter to be deemed separate insurance. Also to cover any special or supplementary lighterage. The Insured are not to be prejudiced by any agreement exempting lightermen from liability.

#### **G09. 重置条款**

如果机器或其他物品的任何零件发生损失或损害，保险人（如果在本保险条款下负责）应根据被保险人的选择，只承担损失或受损部件对应的保险金额与整个保险金额的比例分摊，包括重置、复制、装配和修理损失或损害的零件（包括船舶或空运的转运费）的成本和费用，以及修复受损机器或物品至装船时状态的必要的人工和安装费用。

任何情况下，保险人不承担超过整套机器价值的损失。

#### **REPLACEMENT CLAUSE**

In case of loss or damage to any part of a machine or other article, consisting when complete for sale or use of several parts, the Insurer(s) (if liable therefore under the terms of this insurance) shall only be liable for the proportion of the insured value applicable to the part or parts, lost or damaged or, at the Insured's option, for the cost and expense of replacing, duplicating, assembling and repairing the part or parts lost or damaged (including forwarding charges via vessel, or via air) and labour and installation charges necessary to restore the damaged machine or article to its condition at time of shipment.

Provided always that in no case shall the liability of Insurer(s) exceed the insured value of the complete machine.

#### **G10. 空运重置条款**

经同意，被保险人认为受损索赔的保险标的有必要通过空运来重置时，保险人将赔偿相关的费用，但是不包括原货物的空运费用。

#### **REPLACEMENTS BY AIR**

It is agreed that where there is loss or damage which is the subject of a claim hereunder and the Insured considers it necessary to forward replacements by Air, the Insurer(s) will pay the cost so involved, notwithstanding that the original consignment was not dispatched by Air.

#### **G11. 50 / 50 与进口货运险保单分摊条款**

兹经双方同意，本公司要求：

（一）一旦被保险货物运抵目的港，被保险人应立即检验其运输途中可能发生的损失，若裸装货物损失明显，被保险人应在进口货运险保险单下提出索赔。

（二）若包装的货物未立即开箱，则被保险人应观察检验外包装是否有货损迹象。若货损迹象明显，被保险人应在进口货运险保险单下提出索赔。

（三）若货物外包装无货损迹象，并且货物仍处于包装状态，即转到本保单项下的国内运输直至货物运抵目的地，收货人开箱时才发现损失，该损失将视作发生在进口运输期间，除非从损失的性质上有明显的证据表明损失确系发生在进口货运保险终止后。

（四）若无明显证据确定损失的发生时间，则该损失将由进口货运保险及本保险各分摊 50 %。

本保险单所载其它条件不变。