

中原农业保险股份有限公司航空运输货物保险条款

注册号：H00019531612016120549451

一、责任范围

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

（一）航空运输险

本保险负责赔偿：

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

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

（二）航空运输一切险

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

二、除外责任

本保险对下列损失，不负赔偿责任：

（一）被保险人的故意行为或过失所造成的损失。

（二）属于发货人责任所引起的损失。

（三）保险责任开始前，被保险货物已存在的品质不良或数量短差所造成的损失。

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

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

三、责任起讫

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

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

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

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

四、被保险人的义务

被保险人应按照以下规定的应尽义务办理有关事项。

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

(二) 对遭受承保责任内危险的货物, 应迅速采取合理的抢救措施, 防止或减少货物损失。**否则, 对因此扩大的损失, 保险人不承担赔偿责任;**

(三) 在向保险人索赔时, 必须提供下列单证:

保险单正本、提单、发票、装箱单、磅码单、货损货差证明、检验报告及索赔清单, 如涉及第三者责任还须提供向责任方追偿的有关函电及被保险人所能提供的其他与确认保险事故的性质、原因、损失程度等有关的证明和资料。

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

五、赔偿处理

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

六、索赔期限

本保险索赔时效, 从被保险货物在最后卸载地卸离飞机后起计算, 最多不超过二年。

ZHONGYUAN AGRICULTURAL INSURANCE CO.,LTD.

AIR TRANSPORTATION CARGO INSURANCE CLAUSES

I. Scope of Cover

This insurance is classified into two conditions - Air Transportation Risks and Air Transportation All Risks. Where the insured goods sustain loss or damage, the Company shall undertake to indemnify therefore according to the Insured Condition specified in the policy and the provisions of these Clauses.

1. Air Transportation Risks

This insurance covers:

(1) Total or partial loss of the insured goods caused in the course of transportation by lightning, fire, explosion, jettison due to the aircraft encountering bad weather or other perils, collision, overturning, crashing or missing of the aircraft and other accidents;

(2) Reasonable cost incurred by the Insured in salvaging the goods or averting or minimizing a loss recoverable under the policy, provided that such cost shall not exceed the value of the consignment so saved.

2. Air Transportation All Risks

Aside from the risks covered under the Air Transportation Risks conditions as above, this insurance also covers all risks of loss of or damage to the insured goods whether partial or total, arising from external causes in the course of transit.

II. Exclusions

This insurance does not cover:

1. Loss or damage caused by the international act or fault of the Insured;
2. Loss or damage falling under the liability of the consignor;
3. Loss or damage arising from the inferior quality or shortage of the insured goods prior to the attachment of this insurance;
4. Loss or damage arising from normal loss, inherent vice or nature of the insured goods, loss of market and/or delay in transit and any expenses arising therefrom;
5. Risks and liabilities covered and excluded by the Air Transportation War Risks Clause and Strikes, Riots and Civil Commotions Clause of the Company.

III. Commencement and Termination of Cover

1. Warehouse to Warehouse Clause:

This insurance attaches from the time the goods hereby insured leave the warehouse or place of storage named in the Policy for the commencement of the transit and continues in force in the ordinary course of transit until the insured goods are delivered to the consignee's final warehouse or place of storage at the destination named in the Policy or to any other place used by the Insured for allocation or distribution of the goods or for storage other than in the ordinary course of transit. This insurance shall, however, be limited to thirty (30) days after completion of discharge of the insured goods from the aircraft at the final airport of discharge before they reach the above-mentioned warehouse or place of storage. If prior to the expiry of the above-mentioned thirty (30) days, the insured goods are to be forwarded to a destination other than that named in the Policy, this insurance shall terminate at the commencement of such transit.

2. If, owing to delay, deviation, forced discharge, reshipment or transshipment beyond the

control of the Insured or any change or termination of the voyage arising from the exercise of a liberty granted to the carrier under the contract of carriage, the insured goods arrive at a place other than that named in the Policy, subject to immediate notice being given to the Company by the Insured and an additional premium being paid, if required, this insurance shall remain in force and shall terminate as hereunder:

(1) In no event shall this insurance extend beyond thirty (30) days after completion of discharge of the insured goods from the carrying aircraft at such place; But if the insured goods are sold at a place not named in the Policy within the thirty (30) days, this insurance shall terminate on delivery of the goods sold;

(2) If the insured goods are to be forwarded to the final destination named in the Policy or any other destination, this insurance shall terminate in accordance with Section (1) above.

IV. Duty of the Insured

It is the duty of the Insured to attend to all matters as specified hereunder, failing which the Company reserves the right to reject his claim for any loss if and when such failure prejudice the rights of the Company:

1. The Insured shall take delivery of the insured goods in good time upon their arrival at the port of destination named in the Policy. In the event of any damage to the goods, the Insured shall immediately apply for survey to the Survey and/or Settling Agent stipulated in the Policy. If the insured goods are found short in entire package or packages or to show apparent traces of damage, the Insured shall obtain from the carrier, bailee or other relevant authorities (Customs and Airport Authorities etc.) a certificate of loss or damage and/or short landed memo. Should the carrier, bailee or other relevant authorities be responsible for such shortage or damage, the Insured shall lodge a claim with them in writing and, if necessary, obtain their confirmation of an extension of the time limit of validity of such claim.

2. The Insured shall, and the Company may also, take reasonable measures immediately in salvaging the goods or preventing or minimizing loss or damage thereto. The measures so taken by the Insured or by the Company shall not be considered respectively, as a waiver of abandonment hereunder or as an acceptance thereof.

3. The following documents should accompany any claim hereunder made against this Company:

Original Policy, Airway Bill, Invoice, Packing List, Survey Report and Statement of Claim. If any third party is involved, documents relative to pursuing of recovery from such party should also be included.

V. Claims Handling

The Insurer shall upon receipt of a claim from the Insured, check and ascertain without delay whether this insurance covers the loss or damage, then notify the Insured of the result. Where in the circumstances of complicated claim the Insurer fails to ascertain the facts within thirty days after receiving the claim and the relevant documents from the Insured, the Insurer shall discuss and agree on a reasonable claim handling period with the Insured according to the actual situation. Then the Insurer shall ascertain the facts and notify the insured of the result within this period. Where the loss or damage is covered by the insurance, the Insurer shall fulfil the obligation of indemnity to settle the claim within ten days from reaching an agreement on the amount of indemnity with the Insured.

VI. The Time of Validity of a Claim

The time of validity of a claim under this insurance shall not exceed a period of two years counting from the time of completion of discharge of the insured goods from the aircraft at the final airport.