

中原农业保险股份有限公司

伦敦保险协会船级条款

注册号: H00019531622016120549781

本海洋货物运输保险项下之保险费率只针对具有机械自航能力的钢结构船舶所运载的投保货物或利益。本保险使用的船舶需经下列船级社定级。

英国劳合社	100 A1 或 B. S
美国船舶局	+ A1
Bureau Veritus	1 3/3E
德国劳依德船级社	+100 A4
韩国船级社	+KRS1
日本船级社	NS*
挪威船级社	+1A1
意大利船级社	100A1. 1. Nav. L
俄罗斯船级社	KM
波兰船级社	*KM
中国船级社	CAS5/5

提供的船舶系

- a) (i) 非大宗大量的或超过计划 10 年的组合运载工具;
- (ii) 不超过 50,000GRT 的不超过 10 年船龄的矿产油轮。
- b) (i) 不超过 15 年的船舶, 或
- (ii) 超过 15 年但不超过 25 年的和已经建立并保持定期向客户公告航行计划的在指定港装卸的船舶。

包租船舶合 1000GRT 以下的, 被上述船级社定级的具有机械自航能力的钢结构船舶和不超过上述规定年限的船舶。

保险协会船级条款的要求不适用于在港口范围内用于装卸的任何小艇, 木筏和驳船。

如投保货物或利益使用事由不在上述范围内的具有机械自航能力的船舶运载时, 被保险人仍可以投保, 但保险费和条款需另行和保险人制定。

ZHONGYUAN AGRICULTURAL INSURANCE CO.,LTD.
INSTITUTE CLASSIFICATION CLAUSE

The marine transit rates agreed for this insurance apply only to cargoes and/or interests carried by mechanically self-propelled vessels of steel construction classed as below by one of the following classification societies.

Class without any modification:

Lloyd's Register ..	100 A1 or B.S.	
American Bureau of Shipping ..	+ A1	
Bureau Veritas	1 3/3 E	
Germanischer Lloyd ..	+ 100 A4	
Korean Register of Shipping ..	+ KRS1	} Class without any modification
Nippon Kaiji Kyokai ..	NS*	
Norske Veritas	+1A1	
Registro Italiano ..	100A 1.1. Nav.L	
Register of Shipping of the U.S.S.R.	KM	
Polish Register of Shipping	* KM	
China Classification Society ..	CAS5/5	

PROVIDED SUCH VESSELS ARE

- a) (i) not bulk and/or combination carriers over 10 years of age.
- (ii) not mineral oil tankers exceeding 50,000 GRT which are over 10 years of age.
- b) (i) not over 15 years of age, OR
- (ii) over 15 years of age but not over 25 years of age and have established and

maintained a regular pattern of trading on an advertised schedule to load and unload at specified ports.

Chartered vessels and also vessels under 1000 G.R.T which are mechanically self-propelled and of steel construction must be classed as above and not over the age limitations specified above.

The requirements of the institute classification clause do not apply to any craft raft or lighter used to load or unload the vessel whilst they are within the port area.

Cargoes and/or interests carried by mechanically self-propelled vessels not falling within the scope of the above are held covered subject to a premium and on conditions to be agreed.

CL. 354 sold by withby & Co., Ltd LONDON

伦敦保险协会核辐射污染除外扩展条款

本条款应是最重要的并且高于其他一切情况的, 包括任何在与本保险中不一致的地方:

1. 本保险不能保障由下列几种货损责任或由此所造成的直接的或间接的费用或给予补偿:

1.1 产生辐射的污染或受到任何核燃料, 核废料或燃烧的核废料的辐射污染所致的损失;

1.2 放射性, 有毒的爆炸物或其他危险的财产, 任何核装置, 核反应堆及其核组件或元件的财产污染所致的损失;

1.3 战争中使用的任何原子, 核裂变或熔解及其类似反应的辐射力和物质等所有武器或装置所致的污染所致的损失;

1.4 放射性, 有毒的爆炸物或其他危险的财产, 任何放射性污染财产所致的损失。但是, 除核燃料以外的放射性同位素被用于商业、农业、医学、科研或其他类似的和平用途时, 本条除外条款不适用。

INSTITUTE EXTENDED RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE

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.

伦敦保险协会化学武器、生物武器、生化武器、电磁武器 及计算机攻击除外条款

本条款应是最重要的并且高于其他一切情况的,包括任何在与本保险中不一致的地方:

1. 本保险不能保障由下列几种货损责任或由此所造成的直接的或间接的费用或给予补偿:

1.1 由于使用任何化学武器、生物武器、生化武器或电磁武器;

1.2 以造成损害为目的的使用、操作任何计算机、计算机系统、计算机软件、计算机病毒或程序或其它电子系统。

INSTITUTE CHEMICAL, BIOLOGICAL, BIO-CHEMICAL, ELECTROMAGNETIC WEAPONS AND CYBER ATTACK EXCLUSION CLAUSE

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 any chemical, biological, bio-chemical or electromagnetic weapon ;

1.2 the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, computer virus or process or any other electronic system.

伦敦保险协会运输货物重置条款

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，保险人的赔偿责任仅限于保险设备的单个或多个部件的重置或修理费用附加可能发生的运输和重新安装费用。另外，除非保险金额是保险货物的完税价，否则保险人不负责关税的赔偿责任，但由于保险货物损失而产生的额外关税，保险人负责赔偿。

无论何种情况，在本条款下保险人的赔偿责任不超过保险设备的保险价值。

Institute Replacement Clause

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.

伦敦保险协会运输货物运输终止条款（恐怖行为）

本条款应被视为首要条款，并且其效力高于本保险中任何与其不一致的内容。

1. 尽管本运输中止条款可能与本保单或本保单条款中所包含的内容相抵触，双方同意，本保单项下的被保货物因任何恐怖分子或任何人出于政治动机之行为造成损失，保险人承担保险责任应以该被保货物处于正常运输过程为前提条件，并且无论如何保险责任应当在发生下列情形之一时终止：

- 1.1 根据保单中运输条款的约定，或
- 1.2 于交付予本保单所载目的地收货人所属或其他最终之仓库或存储处所时，
- 1.3 于交付予本保单所载目的地时或其之前途中之任何其他仓库或储存处所而由被保险人用为正常运送过程以外之储存，或货物之分配或分发，或
- 1.4 对于海洋运输，被保货物自货轮于最终卸货港卸载完毕之日起届满 60 天，
- 1.5 对于航空运输，被保货物自飞机于最终卸货机场卸货完毕之日起届满 30 天，

以上三种终止情形以孰先发生者为准。

2. 若所指保单或条款明确约定承保自上述储存处所或目的地出发的内陆运输或其他后续运输，则上述保险将重新生效，并在正常运输过程中持续有效，且将根据第 1 条所述情形再次终止。

3. 本条款以英国法律及惯例为依据。

保险人有权提前 14 天取消以上恐怖行为保障。

TERMINATION OF TRANSIT CLAUSE (TERRORISM)

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

1. Withstanding 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 or 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: either

1.1 As per the 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 overside of the goods hereby insured from the oversea 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.

Terrorism cover subject to 14 day's cancellation at any time.

伦敦保险协会运输货物战争险保险条款

承保风险

(风险条款)

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

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

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

1.3 被遗弃的水雷、鱼雷、炸弹或其他被遗弃的战争武器。

(共同海损条款)

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

除外责任

(普通除外条款)

3. 本保险决不承保;

3.1 可归咎于被保险人的蓄意恶性的损失、损害或费用

3.2 保险标的的通常渗漏、通常重量或体积损失、或通常磨损

3.3 保险标的的包装或准备不足或不当引起的损失、损害或费用 (在本款意义上, “包装”应视为包括集装箱或托盘内的积载, 但仅适用于此种积载是在本保险责任开始前进行或是由被保险人或其雇员进行之时)

3.4 保险标的固有缺陷或性质引起的损失、损害或费用

3.5 迟延直接造成的损失、损害或费用, 即使该迟延是由承保风险引起的 (但根据上述第 2 条支付的费用除外)

3.6 因船舶的所有人、经理人、承租人或经营人的破产或经济困境产生的损失、损害或费用

3.7 基于航程或冒险的损失或受阻的任何索赔

3.8 因敌对性使用原子或核裂变和/或聚变或其类似反应或放射性力量或物质所制造的战争武器产生的损失、损害或费用。

(不适航和不适运除外条款)

4. 4.1 本保险决不承保损失、损害或费用, 如其起因于

4.1.1 船舶或驳船不适航

4.1.2 船舶、驳船、运输工全、集装箱或托盘对保险标的的安全运输不适合, 而且在保险标的装于其上时, 被保险人或其雇员对此种不适航或不适运有私谋。

4.2 保险人放弃载运保险标的到目的港的船舶不得违反默示适航或适运保证, 除非被保险人或其雇员对此种不适航或不适运有私谋。

保险期间

(运送条款)

5. 5.1 本保险

5. 1. 1 其责任仅始于保险标的和就其中一部分而言时的这一部分装上海船时
而且

5. 1. 2 终止于, 除下文第 5. 2 和 5. 3 条另有规定外, 保险标的和就其中一部分而言时的这一部分在最后卸货港或地点卸离海船时,

或者

自船舶到达最后卸货港或地点当日午夜算起满 15 天时,

二者以先发生者为准;

然而

以迅速通知保险人和附加的保险费为条件, 此种保险

5. 1. 3 其责任重新开始于未在最后卸货港口或地点卸下保险标的的船舶从那里开航之时,
并且

5. 1. 4 终止于, 除下列第 5. 2 和 5. 3 条另有规定外, 保险标的和就其中一部分而言时的这一部分, 在最后(或替代)卸货港或地点卸离船舶时,

或者自船舶到达最后卸货港或地点, 或到达替代港口或地点当日午夜算起满 15 天时,

二者以先发生者为准;

5. 2 如果在所保航程期间, 海船抵中途港口或地点卸下保险标的的有海船或航空器续运, 或者货物在避难港或地点卸离船舶, 那么除下列第 3 条另有规定和在保险人如此要求时支付附加的保险费外, 本保险责任连续, 直至自船舶到达此种港口或地点当日午夜起算届满 15 天之时, 但其后于保险标的和就其中一部分而言时的这一部分, 装上续运海船或航空器时重新开始。在卸离后的 15 天期间, 本保险继续有效, 其条件是保险标的和就其中一部分而言时的这一部分, 处于此种港口或地点。如果货物在所述 15 天期间内被续运或保险责任按本款规定重新开始

5. 2. 1 在由海船续运的情况下, 本保险责任按这些条文的条款连续,

或者

5. 2. 2 在由航空器续运的情况下, 现行协会航空货物战争保险条款(邮递除外)视为本保险的一部分并适用于航空续运。

5. 3 如果运输合同的航程在本保险约定的目的地以外的港口或地点终止, 此种港口或地点视为最后卸货港, 此种保险根据第 5. 1. 2 条终止。如果保险标的其后被重新发运到原来的或其目的地, 那么以在此种继续运送开始前通知了保险人并须受附加的保险费的制约为条件, 此种保险责任重新开始于

5. 3. 1 保险标的和就其中一部分而言时的这一部分, 装上续运船舶之时, 如果保险标的已经卸下;

其后此种保险根据第 5. 1. 4 条终止。

5. 3. 2 船舶从此种认作的最后卸货港开航之时, 如果保险标的没有卸下;

5. 4 本保险扩展保险标的或其一部分位于转运到或转运自海船的驳船上期间的漂浮或水下水雷和被抛弃的鱼雷风险, 但除另经保险人特别同意外, 决不超过卸离海船后 60 天。

5. 5 以受迅速通知保险人和按保险人的要求支付附加保险费的制约为条件, 在绕航或因船东或承租人根据运输合同赋予的自由权产生的航海变更期间, 本保险在这些条款规定的范围内继续有效。

(为了本条的目的,

“到达”被认为是指船舶在港口当局地区界限内抛锚、系泊或以其他方式固定在一个泊位或地点。若无此种泊位或地点可用,被已在下列情况下发生,当船舶首次抛锚、系泊或以其他方式固定在预定的卸货港口或地点或之外时,认为已经到达“海船”被认为是指载运保险标的从一个港口或地点到另一个港口或地点的船舶,如果此种包含由该船运送的海上航段。)

(航程改变条款)

6. 如果在本保险责任开始后,被保险人改变了目的地,就按有待重新商定的保险费率和条件续保,但以立即通知了保险人为前提。

7. 本合同中所包含的与第 3.7 或 3.8 或 5 条不一致的任何规定,其不一致之处一概无效。

索赔

(保险利益条款)

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

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

(增加价值条款)

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

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

索赔时被保险人须向保险人提供所有其他保险的保险金额的证据。

保险受益

(不适用条款)

10. 本保险不使承运人或其他保管人受益。

尽量减少损失

(被保险人的义务条款)

11. 对可取得赔偿的损失,被保险人及其雇员和代理人有义务

11.1 采取为避免或尽量减少此种损失可能是合理的措施,并

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

(弃权条款)

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

避免迟延

(合理速办条款)

13. 本保险的条件之一是被保险人在所有其力所能及的情况下合理迅速地行动。

法律和惯例

(英国法律和惯例条款)

14. 本保险受英国法和惯例调整。

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

INSTITUTE WAR CLAUSES

RISKS COVERED

(Risks Clause)

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 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.

(General Average Clause)

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

(General Exclusions Clause)

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.

(Unseaworthiness and Unfitness Exclusion Clause)

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

(Transit Clause)

5.

5.1 This insurance

5.1.1 attaches only as the subject-matter insured and as to any part as that part is loaded on an oversea vessel

and

5.1.2 terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that part is discharged from an oversea vessel at the final port or place of 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 from,

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 oversea vessel arrives at an intermediate port or place to discharge the subject-matter insured for on-carriage by oversea vessel or by aircraft, or the goods are discharged from the vessel at a port or place of refuge, then, subject to 5.3 below and to an additional premium if required, this insurance continues until the expiry of 15 days counting from midnight of the day of arrival of the vessel at such port or place, but thereafter reattaches as the subject-matter insured and as to any part as that part is loaded on an on-carrying oversea vessel or aircraft. During the period of 15 days the insurance remains in force after discharge only whilst the subject-matter insured and as to any part as that part is at such port or place. If the goods are on-carried within the said period of 15 days or if the insurance reattaches as provided in this Clause 5.2

5.2.1 where the on-carriage is by oversea vessel this insurance continues subject to the terms of these clauses,

or

5.2.2 where the on-carriage is by aircraft, the current Institute War Clauses (Air Cargo) (excluding sendings by Post) shall be deemed to form part of this insurance and shall apply to the on-carriage by

air.

5.3 If the voyage in the contract of carriage is terminated at a port or place other than the destination agreed therein, such port or place shall be deemed 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 oversea vessel, but in no case beyond the expiry of 60 days after discharge from the oversea vessel unless otherwise specially agreed by the Underwriters.

5.5 Subject to prompt notice to Underwriters, and to an additional premium if required, this insurance shall remain in force within the provisions of these Clauses during any deviation, or any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

(For the purpose of Clause 5

"arrival" shall be deemed to mean 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 "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)

(Change of Voyage Clause)

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

(Insurable Interest Clause)

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

(Not to Inure Clause)

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

MINIMISING LOSSES

(Duty of Assured Clause)

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.

(Waiver Clause)

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

(Reasonable Despatch Clause)

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

LAW AND PRACTICE

(English Law and Practice Clause)

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" Clause under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

伦敦保险协会运输货物罢工险保险条款

承保风险

(风险条款)

1. 本保险承保, 除下列第 3 和第 4 条规定者外的, 下列原因造成的保险标的的损失或损害

1.1 罢工者、被迫停工工人, 或参与工潮、暴动或民变的人员

1.2 恐怖分子或出于政治动机而行为的人员。

(共同海损条款)

2. 本保险承保根据运输合同、准据法和惯例理算或确定的共同海损和救助费用, 其产生是为了避免任何原因造成的损失或与避免任何原因造成的损失有关。

除外责任

(普通除外条款)

3. 本保险决不承保;

3.1 可归咎于被保险人的蓄意恶性的损失、损害或费用。

3.2 保险标的的通常渗漏、通常重量或体积损失、或通常磨损

3.3 保险标的的包装或准备不足或不当引起的损失、损害或费用(在本款意义上, “包装”应视为包括集装箱或托盘内的积载, 但仅适用于此种积载是在本保险责任开始前进行或是由被保险人或其雇员进行之时)

3.4 保险标的的固有缺陷或性质引起的损失、损害或费用。

3.5 迟延直接造成的损失、损害或费用, 即使该迟延是由承保风险引起的(但根据上述第 2 条支付的费用除外)

3.6 因船舶的所有人、经理人、承租人或经营人的破产或经济困境产生的损失、损害或费用

3.7 因罢工、关厂、工潮、暴动或民变造成的各种劳动力缺乏、短缺或抵制引起的损失、损害或费用

3.8 基于航程或冒险的损失或受阻的任何索赔

3.9 因敌对性使用原子或核裂变和/或聚变或其他类似反应或放射性力量或物质所制造的战争武器产生的损失、损害和费用。

3.10 战争、内战、革命、造反、叛乱或由此引起的内乱或交战方之间的敌对行为造成的损失、损害或费用

(不适航和不适运除外条款)

4. 4.1 本保险决不承保损失、损害或费用, 如其起因于

4.1.1 船舶或驳船不适航

4.1.2 船舶、驳船、运输工全、集装箱或托盘对保险标的的安全运输不适合, 而且在保险标的的装于其上时, 被保险人或其雇员对此种不适航或不适运有私谋。

4.2 保险人放弃载运保险标的的到目的港的船舶不得违反默示适航或适运保证, 除非被保险人或其雇员对此种不适航或不适运有私谋。

保险期间

（运送条款）

5. 5.1 本保险责任始于货物运离载明的仓库或储存处所开始运送之时, 在通常运送过程中连续, 终止于:

5. 1. 1 在载明的目的地或之前交付到收货人的或其他最后仓库或储存处所

5. 1. 2 在载明的目的地或之前交付到任何其他仓库或储存处所, 其由被保险人用作

5. 1. 2. 1 通常运送过程以外的储存或

5. 1. 2. 2 分配或分派

5. 1. 3 或者被保险货物在最后卸货港全部卸离海船满 60 天,

以上各项以先发生者为准。

5. 2 如果在最后卸货港卸离海船后, 但在本保险终止之前, 货物被发送到非本保险承保的目的地, 本保险在依然

受前述规定的终止所制约的同时, 截止于开始向此种其他目的地运送之时。

5. 3 在保险人不能控制的迟延、任何绕航、强制卸货、重装或转载期间以及船东或承租人行使根据运输合同赋予的自由权产生的任何航海上的变更期间, 本保险继续有效(但须受上述规定的终止和下述第 9 条规定的制约)。

（运输合同终止条款）

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

6. 1 直至货物在此种港口或地点出售并交付, 或者, 除非另有特别约定, 直至被保险货物到达此种港口或地点满 60 天, 二者以先发生者为准,

或者

6. 2 如果货物在上述 60 天(或任何约定的延展期间)内被运往载明的目的地或其他目的地, 直至根据上述第 8 条的规定而终止。

（航程改变条款）

7. 如果在本保险责任开始后, 被保险人改变了目的地, 就按有待重新商定的保险费率和条件续保, 但以立即通知了保险人为前提。

索赔

（保险利益条款）

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

8. 2 除了上述第 1 款另有规定外, 被保险人有权取得本保险承保期间发生的承保损失的赔偿, 尽管该损失产生在本保险合同订立之前, 除非当时被保险人知道该损失而保险人不知道。

9.

9. 1 如果对保险货物由被保险人办理了增加价值保险, 货物保险价值就应视为增加至承保损失的本保险和所有增加价值保险的保险金额的总和, 本保险的责任按照本保险的保险金额占此保险金额的总和的比例计算。

索赔时被保险人须向保险人提供所有其他保险的保险金额的证据。

保险受益

(不适用条款)

10. 本保险不使承运人或其他保管人受益。

尽量减少损失

(被保险人的义务条款)

11. 对可取得赔偿的损失，被保险人及其雇员和代理人有义务

11.1 采取为避免或尽量减少此种损失可能是合理的措施，并

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

(弃权条款)

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

避免迟延

(合理速办条款)

13. 本保险的条件之一是被保险人在所有其力所能及的情况下合理迅速地行动。

法律和惯例

(英国法律和惯例条款)

14. 本保险受英国法和惯例调整。

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

INSTITUTE STRIKES CLAUSES

RISKS COVERED

(Risks Clause)

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.

(General Average Clause)

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

(General Exclusions Clause)

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/or fusion or other like reaction or radioactive force or matter

3.10 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.

(Unseaworthiness and Unfitness Exclusion Clause)

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

(Transit Clause)

5. 5.1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of 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.

(Termination of Contract of Carriage Clause)

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.

(Change of Voyage Clause)

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

(Insurable Interest Clause)

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

(Not to Inure Clause)

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

MINIMISING LOSSES

(Duty of Assured Clause)

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.

(Waiver Clause)

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

(Reasonable Despatch Clause)

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

LAW AND PRACTICE

(English Law and Practice Clause)

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" Clause under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.