

中原农险伦敦保险协会运输货物保险 A 款条款

注册号: H00019531612016120549481

承保风险

(风险条款)

1 本保险承保保险标的的损失或损害的一切风险,但不包括下列第4, 5, 6 和7 条规定的除外责任。

(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,但此种原因须不是本保险第4, 5, 6, 7 条或其他条文除外的危险。

(“双方有责碰撞”条款)

3 本保险扩展赔偿被保险人诸如下文可补偿的损失方面根据运输合同中的“双方有责碰撞”条款的比例责任部分。在船东根据此条款提出索赔的情况下,被保险人同意通知保险人,保险人有权自负费用为被保险人对此种索赔提出答辩。

除外责任

(普通除外条款)

4 本保险决不承担:

4.1 可归咎于被保险人的蓄意恶行的损失、损害或费用。

4.2 保险标的的通常渗漏、通常重量或体积损失、或通常磨损

4.3 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)

4.4 保险标的固有缺陷或性质引起的损失、损害或费用

4.5 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)

4.6 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

4.7 因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、损害或费用

(不适航和不适运除外条款)

5 5.1 本保险决不承保损失、损害或费用,如其起因于

5.1.1 船舶或驳船不适航

5.1.2 船舶、驳船、运输工具、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。

5.2 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有适航或不适运有私谋。

（战争除外条款）

6 本保险决不承保损失、损害或费用，如其起因于6.1 战争、内战、革命、造反、叛乱或由此引起的内乱或任何交战方之间的敌对行为

6.2 捕获、扣押、扣留、拘禁或羁押（海盗除外）和此种行为引起的后果或进行此种行为的企图

6.3 被遗弃的水雷、鱼雷、炸弹或其它被遗弃的战争武器。

（罢工除外条款）

7 本保险决不承保下列损失、损害或费用

7.1 罢工者、被迫停工工人，或参加工潮、暴动或民变的人员造成者

7.2 罢工、停工、工潮、暴动或民变造成者

7.3 恐怖分子或出于政治动机而行为的人员造成者。

保险期间

（运送条款）

8.1 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

8.1.1 在载明的目的地交付到收货人的或其他最后仓库或储存处所

8.1.2 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

8.1.2.1 通常运送过程以外的储存或

8.1.2.2 分配或分派

8.1.3 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。

8.2 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。

8.3 在被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九条规定的制约）。

（运输合同终止条款）

9 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，但若迅速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制约为前提，本保险继续有效，

9.1 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

9.2 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）

10 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，但以迅速通知了保险人为前提。

索赔

（保险利益条款）

11 11.1 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有保险利益。

11.2 除上述第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。

（续运费用条款）

12 由于本保险承保的风险作用的结果，承保保险标的的运送在根据本保险承保的目的地以外的港口或地点终止，保险人补偿被保险人卸下、储存和发运保险标的至所承保的目的地而适当和合理遭受的额外费用。不适用于共同海损和救助费用的本条规定，须受上述第 4，5，6 和7 条包含的除外责任的制约，并且不包括由被保险或其雇员的过错、疏忽、破产或经济困境而引起的费用。

（推定全损条款）

13 推定全损索赔不能得到赔偿，除非由于实际全损看来不可避免，或因为恢复、重整和发运保险标的到承保的目的地费用会超过其抵达时的价值，保险标的被合理放弃。

（增加价值条款）

14 14.1 如果对保险货物由被保险人办理了增加价值保险，货物的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种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。

14.2 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，本保险的责任按本保险的保险金额占此种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）

15 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）

16 对可取得赔偿的损失，被保险人及其雇员和代理人有义务

16.1 采取为避免或尽量减少此种损失可能是合理的措施，并

16.2 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）

17 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）

18 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）

19 本保险受英国法律和惯例调整。

注意：被保险人在知悉根据本保险“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。

ZHONGYUAN AGRICULTURAL INSURANCE CO.,LTD.

INSTITUTE CARGO CLAUSES (A)

RISKS COVERED

Risks Clause

1.This insurance covers all risks of loss of or damage to the subject-matter insured except as provided in Clauses 4, 5, 6 and 7 below.

General Average Claus

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 any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance.

“Both to Blame Collision” Claus

3.This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment “Both to Blame Collision” Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim.

EXCLUSIONS

General Exclusions Claus)

4. In no case shall this insurance cover

4.1 Loss damage or expense attributable to wilful misconduct of the Assured

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

4.3 Loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 “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)

4.4 Loss damage or expense caused by inherent vice or nature of the subject-matter insured

4.5 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)

4.6 Loss damage or expense arising from insolvency or financial default of the owner managers charterers of operators of the vessel

4.7 Loss damage or expense arising from the use of any weapon of reaction or radioactive force or matter.

Unseaworthiness and Unfitness Exclusion Clause

5.5.1 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.

5.2 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.

War Exclusion Clause

6. In no case shall this insurance cover loss damage or expense caused by

6.1 War civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

6.2 Capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat

6.3 Derelict mines torpedoes bombs or other derelict weapons of war.

Strikes Exclusions Clause

7. In no case shall this insurance cover loss damage or expense

7.1 Caused by strikers, locked-out workmen, or persons taking part in labor disturbances, riots or civil commotions

7.2 Resulting from strikes, lock-out, labor disturbances, riots or civil commotions

7.3 Caused by any terrorist or any person acting from a political motive.

DURATION

Transit Clause

8 8.1 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

8.1.1 On delivery to the Consignees' or other final warehouse or place of storage at the destination named herein

8.1.2 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

8.1.2.1 For storage other than in the ordinary course of transit or

8.1.2.2 For allocation or distribution or

8.1.3 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.

8.2 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.

8.3 This insurance shall remain in force (subject to termination provided for above and to the provisions of Clause 9 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

9. If owing to circumstance beyond the control of the Assured either the contract of carriage is terminated at a port of place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 8 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

9.1 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

9.2 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 8 above.

Change of Voyage Clause

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

11 11.1 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.

11.2 Subject to 11.1 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.

Forwarding Charges Clause

12. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured 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.

This Clause 12 which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clause 4, 5, 6 and 7 above and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.

Constructive Total Loss Clause

13. No claim for constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival.

Increased Value Clause

14 14.1 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.

14.2 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 Insure Clause

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

MINIMIZING LOSSES

Duty of Assured Clause

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

16.1 To take such measures as may be reasonable for the purpose of averting or minimizing such loss, and

16.2 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

17. 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

18. 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

19. 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.

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 transhipment 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.