

中原农险陆上运输货物保险（火车、汽车）条款

注册号：H00019531612016120549461

一、责任范围

本保险分为陆运险和陆运一切险二种。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规定，负赔偿责任。

（一）陆运险

本保险负责赔偿：

1. 被保险货物在运输途中遭受暴风、雷电、洪水、地震自然灾害，或由于运输工具遭受碰撞、倾覆、出轨，或在驳运过程中因驳运工具遭受搁浅、触礁、沉没、碰撞，或由于遭受隧道坍塌，崖崩，或失火、爆炸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）陆运一切险

除包括上列陆运险的责任外，本保险还负责被保险货物在运输途中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）在保险责任开始前，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）本公司陆上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

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陆上和与其有关的水上驳运在内，直至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、分派的其他储存处所为止，如未运抵上述仓库或储存处所，则以被保险货物运抵最后卸载的车站满六十天为止。

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、受托人或其他有关方面的责任所造成，应以书面方式向他们提出索赔，必要时还需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目的地车站全部卸离车辆后计算，最多不超过二年。

OVERLAND TRANSPORTATION CARGO INSURANCE CLAUSES (TRAIN, TRUCK)

I. Scope of Cover

This insurance is classified into two conditions - Overland Transportation Risks and Overland Transportation All Risks. Where the goods insured hereunder 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. Overland Transportation Risks

This insurance covers:

1) Total or partial loss of or damage to the insured goods caused in the course of transportation by natural calamities - windstorm, lightning, earthquake, flood etc., or by accidents - collision, overturning or derailment of the conveyance, including grounding, stranding, sinking or collision of the craft in case crafts are employed and/or collapse of tunnel, landslide, fire, explosion etc.;

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 sum Insured of the consignment so saved.

2. Overland Transportation All Risks

Aside from the risks covered under the Overland Transportation Risks 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 intentional 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 there from;
5. Risks and liabilities covered and excluded by the Overland Transportation Cargo War Risks Clauses and Strike, Riot and Civil Commotion Clauses of this Company.

III. Commencement and Termination of Cover

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 including incidental transit by craft 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. This insurance shall, however, be limited to sixty (60) days upon arrival of the insured goods at the final station of discharge before the insured goods reach the Consignee's warehouse.

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 certificate of loss or damage and/or short delivery. Should the carrier, bailer or the other relevant authorities be responsible for such shortage or damage, the Insured shall lodge a claim with them in writing.

2. The Insured shall, and the Company may also, take reasonable measures immediately in saving the goods or preventing or minimizing a loss or damage thereto.

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

Original Policy, Consignment Note, Invoice, Packing List, Weight Memo, Certificate of Loss or Damage and/or Short Delivery, Survey Report, 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 Train/Truck at the Station of the final destination.

