

久隆财产保险有限公司国际货物运输保险

注册号：C00020631612024012316611

本条款分为“陆上运输货物保险（火车、汽车）”、“协会货物保险 A”、“协会货物条款（航空）（邮包运输除外）”和“邮包险”四部分。

第一部分 陆上运输货物保险（火车、汽车）

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。

Long Property & Casualty Insurance Co., Ltd
Inland Transit Insurance Clause (by 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 insurer shall undertake to indemnify therefor 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 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 Overland Transportation Cargo War Risks Clauses and Strike, Riot and Civil Commotion Clauses of the insurer.

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:

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, bailee or the other relevant authorities be responsible for such shortage or damage, the Insured shall lodge a claim with them in writing.

If the Insured fails to fulfill the aforesaid obligations, the Insurer shall not be liable for the loss or damage attributable to such failure.

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

The Insurer shall not be liable for the increased loss or damage attributable to the Insured's failure to fulfill the aforesaid obligations.

3. The following documents should accompany any claim hereunder made against the insurer:

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.

The insured should provide other insurance nature of the incident identified, causes, extent of losses and other relevant evidence and information.

If the Insured fails to provide the aforesaid claim documents, the Insurer shall not be liable for the parts of the loss or damage which can not be verified due to such failure.

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 fulfill his obligations of indemnity to settle the claim within ten days from reaching an agreement on the amount of indemnity with the Insured.

Special Notice: This English version is for your kind reference only. Please refer to our Chinese version, which is filed in NFRA, as a standard policy wording.

注意：本英文版本仅供参考。标准条款以本公司在国家金融监督管理总局备案的中文版本为准。

第二部分 协会货物保险 A

一、承保风险

（一）风险条款

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。

（二）共同海损条款

本保险承保根据运输合同、有关法律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用于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。

（三）"双方有责碰撞"条款

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。

二、除外责任

（四）普通除外条款

本保险绝不承担：

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、通常重量和体积损失、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"应视为包括集装箱和托盘内的积载，但仅适用于此种积载是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、损害和费用

4.5 延迟直接造成的损失、损害和费用，即使该延迟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、经营人、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

（五）不适航和不适运除外条款

5.1 本保险绝不承保损失、损害和费用，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，被保险人或其雇员是对这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地港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。

（六）战争除外条款

6. 本保险绝不承保损失、损害和费用，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双方之间的敌对行为

6.2 捕获、扣押、扣留、拘禁、羁押（海盗除外）和这种行为引起的后果或进行这种行为的企图

6.3 被遗弃的水雷、鱼雷、炸弹或其他被遗弃的战争武器。

（七）罢工除外条款

7. 本保险绝不承保下列损失、损害和费用

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。

三、保险期间

（八）运送条款

8.1 本保险责任始于货物运离保险单载明的地点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 在保险单载明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 在保险单载明的目的地或之前交付的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存储或

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延迟、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在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）。

（九）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，两者以先发生者为准，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，这是根据上述第 8 条的规定而终止。

（十）航程改变条款

10. 如果在保险责任开始后，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，但已迅速通知了保险人为前提。

四、索赔

（十一）保险利益条款

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，尽管该损失发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。

（十二）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、储存和发送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人或其雇员的过错、疏忽、破产或经济困境而引起的费用。

（十三）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目的地费用超过其抵达时的价值，而导致保险标的被合理放弃。

（十四）增加价值条款

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其他保险的保险金额的证据。

五、保险受益

（十五）不适用条款

15. 本保险不使承运人或其他保管人受益。

六、尽量减少损失

（十六）被保险人的义务条款

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。

（十七）弃权条款

17. 被保险人和保险人采取的旨在拯救、保护和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。

七、避免延迟

（十八）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的行动。

！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。

Long Property & Casualty Insurance Co., Ltd

INSTITUTE CARGO CLAUSES (A)

RISKS COVERED

- | | |
|--|---|
| <p>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.</p> | <p>Risks
Clause</p> |
| <p>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.</p> | <p>General
Average
Clause</p> |
| <p>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.</p> | <p>"Both to
Blame
Collision"
Clause</p> |

EXCLUSIONS

- | | |
|--|------------------------------|
| <p>4 In no case shall this insurance cover</p> | <p>General</p> |
| <p>4.1 loss damage or expense attributable to wilful misconduct of the Assured</p> | <p>Exclusions
Clause</p> |
| <p>4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured</p> | |
| <p>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)</p> | |
| <p>4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured</p> | |
| <p>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)</p> | |
| <p>4.6 loss damage or expense arising from insolvency or financial default of the</p> | |

owners managers charterers or operators of the vessel

4.7 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.

5 5.1 In no case shall this insurance cover loss damage or expense arising from Unseaworthiness and Unfitness

unseaworthiness of vessel or craft,

unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured,

Exclusion Clause

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.

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

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

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

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

7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions Clause

7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions

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

DURATION

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 Transit Clause

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 overside of the goods hereby insured from the overseas vessel at the final port of discharge,

whichever shall first occur.

8.2 If, after discharge overside 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 as 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.

9 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 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

Termination
of Contract
of Carriage
Clause

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.

10 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.

Change of Voyage Clause

CLAIMS

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.

Insurable Interest Clause

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.

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.

Forwarding Charges Clause

This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 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.

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.

Constructive Total Loss 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.

Increased Value Clause

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

15 This insurance shall not inure to the benefit of the carrier or other bailee. Not to Inure Clause

MINIMISING LOSSES

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

16.1 to take such measures as may be reasonable for the purpose of averting or minimising 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.

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. Waiver Clause

AVOIDANCE OF DELAY

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

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.

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第三部分 协会货物条款（航空）（邮包运输除外）

一、承保风险

（一）风险条款

1. 本保险承保保险标的损失或损害的一切风险，但不包括下列第 2、3 和 4 条规定的除外责任。

二、除外责任

（二）普通除外条款

本保险绝不承保：

2.1 可归咎于被保险人的蓄意恶性的损失、损害或费用

2.2 保险标的的通常渗漏、通常重量或体积损失、或通常磨损

2.3 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）

2.4 保险标的固有缺陷或性质引起的损失、损害或费用

2.5 由于飞机集装箱或装货箱在安全运输保险对象之不当而造成的损毁或费用，保险对象在装货时被保险人或其服务者是暗知这种不当的

2.6 迟延直接造成的损失、损害或费用，即使该延迟是由承保风险引起的

2.7 由于货主、管理者、租借人或飞机经营者的财务违约而无力偿还所造成的损毁或费用

2.8 因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。

（三）战争除外条款

本保险绝不承保损失、损害或费用，如其起因于

3.1 战争、内战、革命、造反、判乱或由此引起的内乱或交战方之间的敌对行为

3.2 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

3.3 被遗弃的水雷、鱼雷、炸弹或其他被遗弃的战争武器。

（四）罢工除外条款

本保险绝不承保损失、损害或费用：

4.1 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

4.2 罢工、停工、工潮、暴动或民变造成者

4.3 任何恐怖份子或出于政治动机而行为的人员造成者。

三、保险期间

（五）运送条款

5.1 本保险责任始于被保险货物运离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载地卸离飞机后满 30 天

以上各项以先发生者为准

5.2 如果在最后卸货地卸离飞机后，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 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飞机承运人行使根据运输合同赋予的自由权产生的任何变更，本保险继续有效（但须受上述规定的终止和下述第 6 条规定的制约）。

（六）运输合同终止条款

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地点终止，或运送在如同上述第 5 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 直至被保险货物在此地点出售并交付，或者，除非另有特别约定，直至被保险货物到达此地点满 30 天，二者以先发生者为准，

或者

6.2 如果货物在上述 30 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 5 条的规定而终止。

（七）航程改变条款

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，但以立即通知保险人为前提。

四、索赔

（八）保险利益条款

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。

（九）续运费用条款

由于本保险承保的一种风险发生作用的结果，承保的保险标的运送在根据本保险承保的目的地以外的港口或地方终止，承保人将适当合理偿付被保险人在卸下、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

不适用于共同海损或救助费用的本条规定，须受上述第 2、3 和 4 条包含的除外责任的制约，且不包括由被保险人或其雇员的过失、疏忽、破产或经济困境所引起的费用。

（十）推定全损条款

推定全损得不到赔偿，除非因实际全损看来不可避免，或由于把货物恢复、整理和发运保险标的到承保目的地的费用会超过其抵达时的价值，保险标的被合理放弃。

（十一）增加价值条款

11.1 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。

11.2 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。

五、保险受益

（十二）不适用条款

12. 本保险不使承运人或其他保管人受益。

六、尽量减少损失

（十三）被保险人的义务条款

13. 对可取得赔偿的损失，被保险人及其雇员和代理人有义务

13.1 采取为避免或尽量减少此种损失可能是合理的措施，并

13.2 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合理地招致的任何费用。

（十四）弃权条款

14. 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。

七、避免迟延

（十五）合理速办条款

15. 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。

注：当被保险人了解到某一属本保险"暂予承保"事项时，必须立即通告承保人，这种保险的权利要遵照这种法律义务。

Long Property & Casualty Insurance Co., Ltd

INSTITUTE CARGO CLAUSES (AIR)

(excluding sendings by Post)

RISKS COVERED

1. This insurance covers all risks of loss of or damage to the subject-matter insured except as provided in Clauses 2, 3 and 4 below. Risks Clause

EXCLUSIONS

2. In no case shall this insurance cover General

- 2.1 loss damage or expense attributable to wilful misconduct of the Assured Exclusions Clause

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

2.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 2.3 "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)

2.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured

2.5 loss damage or expense arising from unfitness of aircraft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unfitness at the time the subject-matter insured is loaded therein

2.6 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against

2.7 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the aircraft

2.8 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. In no case shall this insurance cover loss damage or expense caused by War Exclusion

- 3.1 war civil war revolution rebellion insurrection, or civil strife arising Clause

therefrom, or any hostile act by or against a belligerent power

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

3.3 derelict mines torpedoes bombs or other derelict weapons of war.

4. In no case shall this insurance cover loss damage or expense Strikes
Exclusion

4.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions Clause

4.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions

4.3 caused by any terrorist or any person acting from a political motive.

DURATION

5. 5.1 This insurance attaches from the time the subject-matter insured leaves the Transit Clause

warehouse, premises 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, premises or place of storage at the destination named herein

5.1.2 on delivery to any other warehouse, premises 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 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge,

whichever shall first occur.

5.2 If, after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is forwarded to a destination other than that to which it is 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 the air carriers under the contract of carriage.

6. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a place other than the destination named therein or the transit is otherwise terminated before delivery of the subject-matter insured 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

Termination of Contract of Carriage Clause

6.1 until the subject-matter is sold and delivered at such place or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the subject-matter hereby insured at such place, whichever shall first occur,

or

6.2 if the subject-matter is forwarded within the said period of 30 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.

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*.

Change of Transit Clause

CLAIMS

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

Insurable Interest Clause

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.

9. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a 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

Forwarding Charges Clause

incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder.

This Clause 9, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 2, 3 and 4 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.

10. 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.

Constructive
Total Loss
Clause

11. 11.1 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.

Increased
Value Clause

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

11.2 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

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

Not to Inure
Clause

MINIMISING LOSSES

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

Duty of
Assured
Clause

13.1 to take such measures as may be reasonable for the purpose of

averting or minimising such loss,

and

13.2 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.

14. 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. Waiver Clause

AVOIDANCE OF DELAY

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

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.

1/1/82

CL259

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第四部分 邮包险

一、责任范围

本保险分为邮包险和邮包一切险两种。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）邮包险

本保险负责赔偿：

1. 被保险邮包在运输途中由于恶劣气候、雷电、海啸、地震、洪水自然灾害或由于运输工具遭受搁浅、触礁、沉没、碰撞、倾覆、出轨、坠落、失踪，或由于失火、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）邮包一切险

除包括上述邮包险的各项责任外，本保险还负责被保险邮包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，被保险邮包已存在的品质不良或数量短差所造成的损失。

（四）被保险邮包的自然损耗、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）本公司邮包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

保险责任自被保险邮包离开保险单所载起运地点寄件人的处所运往邮局时开始生效，直至该项邮包运达本保险单所载目的地邮局，自邮局签发到货通知书当日午夜起算满十五天终止。但在此期限内邮包一经递交至收件人的处所时，保险责任即行终止。

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）当被保险邮包运抵保险单所载明的目的地以后，被保险人应及时提取包裹。当发现被保险邮包遭受任何损失，应即向保险单上所载明的检验、理赔代理人申请检验。如发现被保险邮包整件短少或有明显残损痕迹，应即向邮局索取短、残证明，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邮包，应迅速采取合理的抢救措施，防止或减少邮包的损失，被保险人采取此项措施，不应视为放弃委付的表示，保险人采取此项措施，也不得视为接受委付的表示。

对由于被保险人未履行上述义务造成的扩大的损失，保险人不负赔偿责任。

（三）在向保险人索赔时，必须提供下列单证：

保险单正本、邮包收据、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。

Long Property & Casualty Insurance Co., Ltd

Parcel Post Insurance Clause

I. Scope of Cover

This insurance is classified into Parcel Post Risks and Parcel Post All Risks and shall, in case of loss of or damage to the insured parcel, assume liability according to the conditions of the risks covered as specified in the Policy.

1. Parcel Post Risks

This insurance shall undertake to indemnify for:

- l) Total or partial loss of the insured parcel caused by
 - a) Heavy weather, lightning, tsunami, earthquake, flood;
 - b) Grounding, stranding, sinking, collision, overturning, derailling, crashing or missing of the carrying conveyance or;
 - c) Fire or explosion.
- 2) Reasonable cost incurred by the Insured in salvaging the insured parcel or averting or minimizing a loss recoverable under the Policy, provided that such cost shall not exceed the sum insured of the parcel so saved.

2. Parcel Post All Risks

Aside from the liability covered under the aforesaid Parcel Post Risks, this insurance shall also indemnify for total or partial loss of the insured parcel 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 parcel prior to attachment of this insurance.
- 4. Loss or damage arising from normal loss, inherent vice or nature of the insured parcel, loss of market and/or delay in transit and any expenses arising therefrom.
- 5. Risks and liabilities covered and excluded by the Parcel Post War Risks Clauses and Strikes, Riots and Civil Commotion Clauses of the insurer.

III. Commencement and Termination of Cover

This insurance attaches from the time the insured parcel leave the premises or the place of business of the sender for transit to the post office and continues in force until the

expiry of fifteen (15) days counting from midnight of the day of issuing of the notice to arrival of the parcel by the post office at the destination named in the policy when the parcel arrive there, or until delivery of the parcel to the premises or place of business of the recipient if such delivery takes place prior to the expiry of the aforesaid fifteen (15) days.

IV Duty of the Insured

It is the duty of the Insured to attend to all matters as specified hereunder.

1. The Insured shall take delivery of the insured parcel in good time upon arrival thereof at the destination named in the Policy. If the insured parcel are found damaged, the Insured shall immediately apply for survey to the surveying and/or settling agent stipulated in the Policy. If the insured parcel are found short in entire parcel on parcels or to show apparent traces of damage, the Insured shall obtain from the post office a certificate of shortage or damage and lodge a claim in writing with the said post office, obtaining, if necessary, its confirmation of an extension of the time limit of validity of such claim.

If the Insured fails to fulfill the aforesaid obligations, the Insurer shall not be liable for the loss or damage attributable to such failure.

2. The Insured shall take reasonable measures immediately in salvaging the insured parcel or preventing or minimizing a loss or damage thereto, when they sustain loss or damage covered under this insurance, The measures so taken by the Insured shall not be considered as a waiver of abandonment hereunder, nor shall they be considered as an acceptance of abandonment in the event that they are taken by the insurer.

The Insurer shall not be liable for the increased loss or damage attributable to the Insured's failure to fulfill the aforesaid obligations.

3. The following documents should accompany any claim hereunder made against the insurer: Original Policy, Postal Receipt, Invoice, Packing List, Weight memo, Certificate of Loss or Damage or Shortage, 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.

The insured should provide other insurance nature of the incident identified, causes, extent of losses and other relevant evidence and information.

If the Insured fails to provide the aforesaid claim documents, the Insurer shall not be liable for the parts of the loss or damage which can not be verified due to such failure.

Special Notice: This English version is for your kind reference only. Please refer to our Chinese version, which is filed in NFRA, as a standard policy wording.

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