

中国大地财产保险股份有限公司

海洋运输货物保险条款

(注册号: H00001031612017052347291)

一、责任范围

本保险分为平安险、水渍险及一切险三种。被保险货物遭受损失时,本保险按照保险单上订明承保别的条款规定,负赔偿责任。

(一) 平安险

本保险负责赔偿:

1. 被保险货物在运输途中由于恶劣气候、雷电、海啸、地震、洪水自然灾害造成整批货物的全部损失或推定全损。当被保险人要求赔付推定全损时,须将受损货物及其权利交付给保险人。被保险货物用驳船运往或运离海轮的,每一驳船所装的货物可视作一个整批。推定全损是指被保险货物的实际全损已经不可避免,或者恢复、修复受损货物以及运送货物到原订目的地的费用超过该目的地的货物价值。
2. 由于运输工具遭受搁浅、触礁、沉没、互撞、与流冰或其他物体碰撞以及失火、爆炸意外事故造成货物的全部或部分损失。
3. 在运输工具已经发生搁浅、触礁、沉没、焚毁意外事故的情况下,货物在此前后又在海上遭受恶劣气候、雷电、海啸等自然灾害所造成的一部分损失。
4. 在装卸或转运时由于一件或数件整件货物落海造成的全部或部分损失。
5. 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。
6. 运输工具遭遇海难后,在避难港由于卸货所引起的损失以及在中途港、避难港由于卸货、存仓以及运送货物所产生的特别费用。
7. 共同海损的牺牲、分摊和救助费用。
8. 运输契约订有“船舶互撞责任”条款,根据该条款规定应由货方偿还船方的损失。

(二) 水渍险

除包括上列平安险的各项责任外,本保险还负责被保险货物由于恶劣气候、雷电、海啸、地震、洪水自然灾害所造成的一部分损失。

(三) 一切险

除包括上列平安险和水渍险的各项责任外,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) 本公司海洋运输货物战争险条款和货物运输罢工险条款规定的责任范围和除外责任。

三、责任起讫

(一) 本保险负“仓至仓”责任,自被保险货物运离保险单所载明的起运地仓库或储存处所开始运输时生效,包括正常运输过程中的海上、陆上、内河和驳船运输在内,直至该项货物到达保险单所载明目的地收货人的最后仓库或储存处所或被保险人用作分配、分派或非正常运输的其他储存处所为止。如未抵达上述仓库或储存处所,则以被保险货物在最后卸载港全部卸离海轮后满六十天为止。如在上述六十天内被保险货物需转运到非保险单所载明的目的地时,则以该项货物开始转运时终止。

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

1、被保险货物如在非保险单所载明的目的地出售,保险责任至交货时为止,但不论任何情况,均以被保险货物在卸载港全部卸离海轮后满六十天为止。

2、被保险货物如在上述六十天期限内继续运往保险单所载原目的地或其他目的地时,保险责任仍按上述第(一)款的规定终止。

四、被保险人义务

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明的目的港(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(海关、港务当局等)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,并应以书面方式向他们提出索赔,必要时还须取得延长时效的认证。如未履行上述规定义务,保险人对有关损失不负赔偿责任。

(二) 对遭受承保责任内危险的货物,被保险人和保险人都可迅速采取合理的抢救措施,防止或减少货物的损失,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) 如遇航程变更或发现保险单所载明的货物、船名

或航程有遗漏或错误时，被保险人应在获悉后立即通知保险人并在必要时加交保险费，本保险才继续有效。

(四) 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其他必要单证或文件。

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) 在获悉有关运输契约中“船舶互撞责任”条款的实际责任后，应及时通知保险人。否则，保险人对有关损失不负赔偿责任。

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，从保险事故发生之日起起算，最多不超过二年。

OCEAN MARINE CARGO CLAUSES

I .Scope of Cover

This insurance is classified into the following three Conditions-Free from Particular Average (F.P.A.), With Average (W.A.) and All Risks. Where the goods insured hereunder sustain loss or damage, the Company shall undertake to indemnify therefor according to the Insured Conditions specified in the Policy and the Provisions of these Clauses:

1. Free From Particular Average (F.P.A.)

This insurance covers:

(1) Total or Constructive Total Loss of the whole consignment hereby insured caused in the course of transit by natural calamities-heavy weather, lightning, tsunami, earthquake and flood. In case a constructive total loss is claimed for, the Insured shall abandon to the Company the damaged goods and all his rights and title pertaining thereto. The goods on each lighter to or from the seagoing vessel shall be deemed a separate risk.

“Constructive Total Loss” refers to the loss where an actual total loss appears to be unavoidable or the cost to be incurred in recovering or reconditioning the goods together with the forwarding cost to the destination named in the Policy would exceed their value on arrival.

(2) Total or Partial Loss caused by accidents-the carrying conveyance being grounded, stranded, sunk or in collision with floating ice or other objects as fire or explosion.

(3) Partial loss of the insured goods attributable to heavy weather, lightning and/or tsunami, where the conveyance has been grounded, stranded, sunk or burnt, irrespective of whether the event or events took place before or after such accidents.

(4) Partial or total loss consequent on falling of entire package or packages into sea during loading, transhipment or discharge.

(5) 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.

(6) Losses attributable to discharge of the insured goods at a port of distress following a sea peril as well as special charges arising from loading, warehousing and forwarding of the goods at an intermediate port of call or refuge.

(7) Sacrifice in and Contribution to General Average and Salvage Charges.

(8) Such proportion of losses sustained by the ship

owners as is to be reimbursed by the Cargo Owner under the Contract of Affreightment “Both to Blame Collision” clause.

2. With Average (W.A.)

Aside from the risks covered under F.P.A. condition as above, this insurance also covers Partial Losses of the insured goods caused by heavy weather, lightning, tsunami, earthquake and/or flood.

3. All Risks

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

II. Exclusions

This insurance does not cover:

1. Loss or damage caused by the 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 therefrom.

5. Risks and liabilities covered and excluded by the Ocean Marine Cargo War Risks Clauses and Strike, Riot and Civil Commotion Clauses of this Company.

III. Commencement and Termination of Cover

1. Warehouse to Warehouse Clause:

This insurance attaches from the time the goods hereby insured leave the warehouse or place of storage named in the Policy for the commencement of the transit and continues in force in the ordinary course of transit including sea, land and inland waterway transits and transit in lighter until the insured goods are delivered to the consignee's final warehouse or place of storage at the destination named in the Policy or to any other place used by the Insured for allocation or distribution of the goods or for storage other than in the ordinary course of transit. This insurance shall, however, be limited to sixty (60) days after completion of discharge of the insured goods from the seagoing vessel at the final port of discharge before they reach the above mentioned warehouse or place of storage. If prior to the expiry of the above mentioned sixty (60) days, the insured

goods are to be forwarded to a destination other than that named in the Policy, this insurance shall terminate at the commencement of such transit.

2. If, owing to delay, deviation, forced discharge, reshipment or transhipment beyond the control of the Insured or any change or termination of the voyage arising from the exercise of a liberty granted to the ship owners under the contract of affreightment, the insured goods arrive at a port or place other than that named in the Policy, subject to immediate notice being given to the Company by the Insured and an additional premium being paid, if required, this insurance shall remain in force and shall terminate as hereunder:

(1) If the insured goods are sold at port or place not named in the Policy, this insurance shall terminate on delivery of the goods sold, but in no event shall this insurance extend beyond sixty (60) days after completion of discharge of the insured goods from the carrying vessel at such port or place.

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

IV. Duty of the Insured

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

1. The Insured shall take delivery of the insured goods in good time upon their arrival at the port of destination named in the Policy. In the event of any damage to the goods, the Insured shall immediately apply for survey to the survey and/or settling agent stipulated in the Policy. If the insured goods are found short in entire package or packages or to show apparent traces of damage, the Insured shall obtain from the carrier, bailee or other relevant authorities (Customs and Port Authorities etc.) certificate of loss or damage and/or shortlanded memo. 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 and, if necessary, obtain their confirmation of an extension of the time limit of validity of such claim. **Any failure by the Insured to fulfill the duty will result in the Insurer's rejection of the claim.**

2. The Insured shall, and the Company may also, take reasonable measures immediately in salvaging the goods or preventing or minimizing a loss or damage thereto. The measures so taken by the Insured or by the Company shall not be considered respectively as a waiver of abandonment hereunder or as an acceptance thereof. **The Insurer will not pay for any aggravated loss due to the Insured's failure to fulfill the duty.**

3. In case of a change of voyage or any omission or error in the description of the interest, the name of the vessel or voyage, this insurance shall remain in force only upon prompt notice to this Company when the Insured becomes aware of the same and payment of an additional premium if required.

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

Original Policy, Bill of Lading, Invoice, Packing List, Tally Sheet, Weight Memo, Certificate of Loss or Damage and/or Shortlanded Memo, Survey Report, Statement of Claim.

If any third party is involved, documents relative to pursuing of recovery from such party should also be included. **If the Insurer could not verify the loss due to the Insured's failure to fulfill its duty to supply the documentary evidences, the Insurer will not pay for the portion of the unverifiable loss.**

5. Immediate notice should be given to the Company when the Cargo Owner's actual responsibility under the contract of affreightment "Both to Blame Collision" clause becomes known. **Otherwise, the Insurer will not pay for loss arising therefrom.**

V. Claim

On receipt of the Insured's claim, the Insurer shall timely ascertain whether it is covered under the Policy and then inform the Insured of the result of the ascertainment. If the Insurer could not make sure the coverage within 30 days of receiving a more complicated claim, the Insurer will reach an agreement with the Insured on a reasonable period through negotiation according to the circumstances. The Insurer shall inform the Insured of the result of his ascertainment made within the said period. If the claim is proved to fall within the coverage, the Insurer will effect payment within 10 days of a settlement agreement reached 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 the loss occurred.