

协会货物保险A条款

承保风险

第一条 风险条款

除了下列第四，五，六和七条的规定以外，本保险承保引起保险标的灭失或损害的一切风险。

第二条 共同海损条款

本保险承保根据运输合同或有关的法律和惯例所理算或确定的共同海损和救助费用，但上述共同海损和救助费用仅限于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，但此种原因不包括本保险第四，五，六和七条或其他条文中除外的风险。

第三条 “双方互有责任碰撞”条款

本保险扩展赔偿被保险人根据运输合同中的“双方互有责任碰撞”条款所负的责任部分中本保险应予负责的损失。如果船东根据此条款提出索赔，被保险人应通知保险人，保险人有权自负费用为被保险人对该索赔提出抗辩。

责任免除

第四条 一般除外条款

本保险对下列各项损失和费用不予负责：

- （一）被保险人的故意行为所引起的损失或费用。
- （二）保险标的正常的漏损、正常的短量、短重，或正常的损耗。
- （三）保险标的包装不固或不当或配装不当引起的损失或费用（本条所指“包装”应包括集装箱或货箱内的积载，但仅以该积载是在本保险责任开始前即已完成或是由被保险人或其雇员所作的为限）。
- （四）保险标的的固有缺陷或性质引起的损失、损害或费用。
- （五）迟延所造成的损失或费用，即使该迟延是由承保风险所引起的（但上述第二条共同海损条款项下支付的费用除外）。
- （六）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或费用。
- （七）任何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所引起的损失或费用

第五条 不适航和不适运除外条款

（一）本保险对被保险人或其雇员在货物装船时已知情的船舶或驳船的不适航，及船舶、驳船、运输工具、集装箱或货箱不适于安全运输保险标的所引起的损失或费用不予负责。

（二）除非被保险人或其雇员对于船舶的不适航或不适运已知情，否则保险人放弃任何违反运输保险标的的船舶必须适航及适运的默认保证。

第六条 战争除外条款

本保险对于下列原因引起的损失或费用不予赔偿：

(一) 战争、内战、革命、造反、叛乱、颠覆或由此引起的内乱或交战国的或对抗交战国的敌对行为。

(二) 捕获、扣押、扣留、拘禁或羁押（海盗除外）和上述危险引起的后果或上述危险的任何企图。

(三) 被遗弃的水雷、鱼雷、炸弹或其它被遗弃的战争武器。

第七条 罢工除外条款

本保险对于下列原因引起的损失或费用不予赔偿：

(一) 由参与罢工、停工、工潮、暴动或民众骚乱人员造成的。

(二) 罢工、停工、工潮、暴动或民众骚乱引起的。

(三) 由任何恐怖分子或任何人的政治动机行为造成的。

保险期限

第八条 运输条款

(一) 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，在通常运输过程中继续有效，直至下列情况时终止：

(1) 至本保险单载明的目的地收货人仓库或其他最终仓库或储存处所。

(2) 至本保险单在载明的目的地或中途的任何其他仓库或储存处所，被保险人用作：

A. 正常运输过程以外的储存或

B. 分配或分派

C. 或者被保险货物在最终卸货港全部卸离海轮后届满 60 天

以上各项以先发生者为准。

(二) 如保险货物在最终卸货港全部卸离海轮后，但在本保险终止之前，被运送到本保险单载明的目的地以外的地方时，本保险的效力仍受上述终止规定的限制，并终止于开始运往其他目的地之时。

(三) 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而变更航程期间，本保险继续有效（但仍受上述终止规定的限制和下述第九条规定的限制）。

第九条 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港口或地点终止，或在上述第八条项下规定交货前运输即已终止，则本保险也同时终止，但若被保险人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，同时加缴了保费，则本保险继续有效，

(一) 直至货物在该港口或该地出售并交付后为止，或者，除非另有特别约定，直至保险货物到达该港口或该地满 60 天，二者以先发生者为准，

或者

(二) 如果货物在上述 60 天（或同意延展的期限内）被运往保单载明的目的地或其他目的地，则本保险仍按上述第八条的规定而终止。

第十条 航程变更条款

如果在本保险责任开始后，被保险人改变了目的地，在被保险人及时通知保险人并按重新商定的保险费和条件承保的条件下，本保险继续有效。

索 赔

第十一条 保险利益条款

（一）被保险人欲获得本保险的赔偿，被保险人在损失发生时必须对保险标的具有保险利益。

（二）根据上述第十一条第（一）款规定，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。

第十二条 续运费用条款

因本保险承保的风险造成承保的运输航程在非本保险承保的港口或地点终止时，保险人将对被保险人因保险标的卸载、储存和转运至所承保的目的地而发生的适当和合理额外费用予以补偿。但本条的规定不适用于共同海损和救助费用，并受前述第四、五、六和七条除外责任的限制，并且也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。

第十三条 推定全损条款

只有保险标的的委付是因实际全损已不可避免，或因恢复、整理及运往保险单载明的目的地的费用必将超过其到达目的地的价值时，保险人才对推定全损予以赔付。

第十四条 增值条款

（一）如果被保险人在本保险项下的承保货物投保了增值保险，则货物的约定价值就被视为增至本保险和其他全部增值保险的保险金额的总和，而本保险项下的责任将按照本保险的保险金额占全部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。

（二）如果本保险是增值保险，应适用下述条款：货物的约定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。

保险权益

第十五条 不得受益条款

本保险的权益承运人或其他受托人不得享有。

减少损失

第十六条 被保险人的义务条款

被保险人及其雇员和代理人对于本保险项下的索赔，应负有以下义务：

（一）为避免或尽量减少损失采取合理的措施，并

(二) 保证保留及行使对承运人、受托人或其他第三方追偿的所有权利。
保险人除赔偿本保险项下的各项损失外, 还补偿因履行这些义务而支付的适当和合理开支。

第十七条 弃权条款

被保险人和保险人采取的旨在拯救、保护或恢复保险标的措施不得视为放弃或接受委付或者影响任何一方的权利。

避免迟延

第十八条 合理迅速处置条款

被保险人在其所能控制的一切情况下, 应合理迅速处置, 这是本保险的必要条件。

法律和惯例

第十九条 英国法律和惯例条款

本保险受英国法律和惯例调整。

注意: 被保险人在获知悉有本保险“仍可承保”的事项时, 应立即通知保险人, 此种“仍可承保”的权利取决于被保险人对上述通知义务的履行。

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

("Both to Blame Collision" Clause)

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 ship-owners 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 Clause)

4. In no case shall this insurance cover

4.1 loss damage or expense attributable to willful 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 lift van 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 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

(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 lift van 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 Exclusion 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-outs, labor disturbances, riots or civil commotions
- 7.3 caused by any terrorist or any person acting from a political motive.

(Transit Clause)

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 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 overseaside of the goods hereby insured from the overseas vessel at the final port of discharge, whichever shall first occur.

8.2 If, after discharge overseaside 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.

(Termination of contract of carriage Clause)

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 Underwriter, 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)

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.

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 Inure Clause)

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

MINIMISING 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.