## 华泰财险附加解除保险合同条款(CB-T版)

(a) 投保人解除保险合同

投保人可以在任何时候书面通知保险人解除保险合同并注明解除保险合同的原因。保险人 应当在保险合同解除后 30天内按比例向投保人退还保费。

(b)保险人可以向投保人发出书面通知而解除保险合同,但解除的生效日期不得早于:

(i) 解除通知发出后 90 天;

(ii) 如保费尚未支付, 解除通知发出后 10 天。

保险人应当在保险合同解除后 30 天内按比例向投保人退还保费。

在上述情形下,除保险人和投保人另行约定外,保险人应当将书面解除通知发送至保险单载明的投保人地址或最后知晓的投保人地址,注明发送通知的具体情况以及解除日期(不得早于通知日期起计的第90天)。发生上述合同解除情形的,保险人应当在30天内按比例退还保费。

尽管在第(b)(ii)项保费未支付的情况下解除通知期从 90 天减少为 10 天,如果通知期限 截止前投保人交纳了足额保费,则解除通知自动撤销。

根据(a)项或(b)项解除保险合同不影响对解除之日运输中货物的保险保障。该等货物的保险保障将持续有效直至其在最终目的地交付接收。

(c) 失效

如果保险人不打算续保本保险合同,其应当提前60天书面通知投保人其不提供续保。

前述(a)、(b)或(c)项下通知的邮寄证明应当是充分的通知证明文件,通知载明的解除 日期和时间即是保险期间终止的时间。投保人或保险人递送该等书面通知应视同邮寄。

本条款的任何部分均不影响保险人因被保险人存在欺诈行为而认定理赔无效的权利。

## Cancellation

(a) Cancellation of the Policy by the Policyholder

This Policy may be cancelled by the Policyholder at any time by the written notice from the Policyholder to the Insurers stating the reasons for the termination of the Policy.

Such return premium calculated at a pro-rata rate shall be paid to the Insured by the Insurers within 30 days after the termination of the Policy.

(b) Cancelled by the Insurer by giving written notice to the Policyholder when the cancellation shall be effective not less than:

1. 90 days' thereafter; or

2. 10 days' thereafter in the event of non-payment of premium.

Such return premium calculated at a pro-rata rate shall be paid to the Policyholder by the Insurers within 30 days after the termination of the Policy.

In the above circumstances, cancellation may be effected by the Insurers by sending written notice to the Policyholder at the address shown in the Policy Schedule or at the last known address of the Policyholder, stating the circumstances under which notice is being given and stating a cancellation date that is not less than 90 (ninety) days from the date of such notice, unless the Policyholder and the Insurers mutually agree otherwise. In the event of such cancellation, the Insurers shall pay a pro rata return premium within 30 days.

Notwithstanding that the 90 (ninety) day cancellation notice period is reduced to 10 (ten) days with respect to sub-clause (b)(i) non payment of Premium and that cover is reinstated immediately upon receipt of the new (pro rata) Premium by the Insurers.

Cancellation under either (a) or (b) above shall not affect coverage on any shipment in transit as at the day of cancellation. Coverage will continue in full force until such property is delivered and accepted at the place of final destination.

## (c) Lapse

If the Insurers intend not to renew this Policy, they shall give 60 (sixty) days prior written notice of their intentions.

The mailing of notice as aforesaid under sub-clauses (a), (b) or (c) shall be sufficient proof of notice and the effective date and hour of cancellation stated in the notice shall become the end of the Period of Insurance. Delivery of such written notice either by the Insured or by the Insurers shall be equivalent to mailing.

This clause in its entirety shall not affect the rights of the Insurers to avoid a claim to the extent fraud has been undertaken by the Insured.