

# 华泰财产保险有限公司

## 货运险附加险条款

### 1. 货运险 ISM 附加条款 Cargo ISM Endorsement

在任何情况下，本保险不承保如下的损失或费用：装载被保险财产的船舶不具有《国际安全管理规则》（ISM）认证，或船舶所有人/运营人未持有符合 ISM 规则的合规文件，且该被保险财产装船时，被保险人知晓或在正常经营过程中应当知晓：

- （1）该船舶未根据ISM获得认证；或
- （2）船舶所有人或营运人未按《海上人命安全公约》（SOLAS）（1974年修正版）要求持有现行有效的合规文件。

上述责任免除的规定不适用于下列情形：当保险已被转移至索赔方，且该索赔方依照有约束力的合同已经善意购买或同意购买该保险标的。

In no case shall this insurance cover Damage or expense where the Insured Property is carried by a vessel that is not ISM code certified or whose owners or operators do not hold ISM Code Document of Compliance when, at the time of loading of the Insured Property on board the vessel, the Insured were aware, or in the ordinary course of business should have been aware:

- a) either that such vessel was not certified in accordance with the ISM code,
- b) or that a current Document of Compliance was not held by her owners or operators as required under the SOLAS Convention 1974 as amended.

This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the Interest insured in good faith under a binding contract.

### 2. 保障生效和终止条款 Attachment and Termination of Risks Clause

本保险自被保险人开始承担保险标的风险或获取保险利益时开始生效，包括保险标的在正常运输过程中的运输、仓储，直至保险标的按照需要送达最终目的地时终止。本保险承保被保险人为合并目的持有的货物、根据需要处于海关监管下的货物，以及转船过程中的驳船风险，无论转船是否属于常规操作；还承保货物起运前装载和抵达被保险人或者收货人收货场所后卸载的风险。

本保险承保保险标的运往、运离展览场所或类似场所及在展览或类似场所期间的风险。

The insurance hereunder attaches from the time the subject-matter becomes the Assured's risk or the Assured assumes interest and continues whilst the subject-matter is in transit and/or in store whilst within the ordinary course of transit and until finally delivered to final destination as required. Including any interest held for the purpose of consolidation and /or whilst in Customs as required, and during transshipment, craft, raft, lighter and barge risks, whether customary or otherwise, the risks of loading prior to despatch and unloading after arrival at Assured's or Consignee's premises.

Specifically including coverage in respect of subject matter insured to, from or whilst at exhibitions, trade fairs or similar displays.

### 3. 海运提单条款 Bill of Lading Clause

被保险人的利益不受提单或租船合同中疏忽条款或潜在缺陷条款的影响。本保险承认保险人与被保险人关于对船舶适航性的约定。因船舶所有人或其雇员的不当行为或错误操作引起的损失不影响无辜被保险人获得赔偿，如果该损失在没有上述不当行为或者错误操作的情况下亦为本保单的承保范围。

允许船舶在有或没有引航员的情形下拖带或协助其他船舶，应允许船舶被拖带。

The Insured is not to be prejudiced by the presence of the negligence clause and/or latent defect clause in the Bills of Lading and/or Charter Party. The seaworthiness of the vessel as between the Insured and the Insurer(s) is hereby admitted and the wrongful act or misconduct of the ship owner or his servants causing a loss is not to defeat the recovery by an innocent Insured, if the loss, in the absence of such wrongful act or misconduct, would have been a loss recoverable hereunder.

Leave is granted to sail with or without pilots and to tow and assist vessels or craft in all situations and to be towed.

#### **4. 海运扩展条款 Marine Extension Clause**

本保险特别承保以下期间的保险标的：

- (1) 绕航、迟延、被迫卸货、重装和转运；
- (2) 船舶所有人或租船人依据运输合同自行决定的任何航行变更。

如果由于船舶所有人或租船人行使其在运输合同下的任何权利，致使该运输合同在原定目的地以外的港口或地点终止，则本保险责任持续有效，直至保险标的在该港口或地点出售并交付之时终止；如果未被出售，而是退运至原定目的地或任何其他目的地，则本保险责任持续有效，直至货物抵达本保险中规定的最终仓库之时终止。

This insurance specially to cover the goods during:

- i. deviation, delay, forced discharge, reshipment and transhipment;
- ii. any other variation of the adventure arising from the exercise of a liberty granted to the shipowner or charterer under the contract of affreightment.

In the event of the exercise of any liberty granted to the ship owner or charter under the contract of affreightment whereby such contract is terminated at a port or place other than original insured destination, the insurance continues until the goods are sold and delivered at such port or place; or, if the goods be not sold but are forwarded to the original insured destination or to any other destination this insurance continues until the goods have arrived at final warehouse as provided herein.

#### **5. 无力偿债条款 Insolvency Clause**

删除“船舶所有人、管理人、租船人或经营人由于无力偿债或拖欠债务所造成的损失、损害或费用”责任免除事项的全部规定，并以下文替代：

在任何情况下，如果被保险人在保险标的装载到船舶或飞机上时，已经知晓或在正常经营过程中应当知晓船舶所有人、管理人、租船人或经营人无力偿债或拖欠债务可能阻碍航程或空运正常执行的，则本保险不负责赔偿船舶或飞机所有人、管理人、租船人或经营人由于无力偿债或拖欠债务所造成的损失、损害或费用。

本责任免除条款不适用于下列情形：当保险已被转移至索赔方，且该索赔方依照有约束力的合同已经善意购买或同意购买该保险标的。

The exclusion of loss damage or expense arising from insolvency or financial default of the owners, managers, charterers or operators of the vessel or aircraft is deleted and replaced by the following:

In no case shall this insurance cover loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel or aircraft, where at the time of loading of the subject-matter insured on board the vessel or aircraft, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage or air transit.

This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject matter insured in good faith under a binding contract.

## **6. 被保险人按 CIF 或类似贸易条件购置货物条款 Goods purchased by Assured on CIF, or similar terms**

如被保险人以CIF或类似贸易条件购买货物，但卖方未购买货物运输保险或购买的保险被认定无效或该保险的承保范围小于本合同项下提供的承保范围，则该等货物将在本保险项下按通常承保条件予以承保。在上述情形下，保险人将代位享有针对供货方、供货方的保险人和/或其他方的取得救济、补偿的权利，在任何情况下，本保险均不得作为重复保险而分摊任何赔偿责任。

Where goods are purchased CIF and the supplier fails to effect insurance or effects an insurance which is subsequently rendered inoperative or which is more restricted than the protection afforded hereunder, such goods shall be covered hereunder on the normal cover conditions. In such cases the Underwriters will be subrogated to all rights and remedies of the Assured against the supplier and/or the supplier's insurers and/or other parties and in no case shall this insurance contribute in double insurance.

## **7. FOB、CFR 或类似贸易术语项下卖方对货物的利益条款 Sellers Interest in respect of shipments sold by the assured on FOB, CFR or similar terms**

本保险承保在未要求卖方安排保险的FOB、CFR或类似贸易术语项下被保险人对货物具有的或有利益。

如果买方未结清被保险人按FOB、CFR或类似贸易术语出售货物的款项，或因任何其他原因，被保险人保留对货物的所有权或所有权复归被保险人的，则本保险合同按照列明的承保条件承保卖方的利益。保障仍按照本保险合同规定的日期起保，效力持续至保险合同相关规定的终止日期。

如果因买方未接受货物并结清货款造成迟延或偏差，则本保险合同的保障持续至被保险人收到款项、货物退运至被保险人或在其他地方处置且被保险人不再承担风险为止。

保险人将代位取得被保险人针对买方、买方保险公司或其他各方而可能享有的所有权利和利益。本保险的本条规定不得向买方或者货物的其他利益相关方进行披露。

This insurance also covers the contingent interest of the Assured as seller in respect of consignments sold on F.O.B., C.F.R or similar terms which do not require the seller to arrange marine insurance.

In the event that the buyer fails to pay for goods sold by the Assured on F.O.B., C.F.R or similar terms or for any other reason the goods remain the property of or revert to the Assured, then such goods will be covered hereunder for account of the seller only and in accordance with the conditions set out herein. Cover shall be retrospective to attachment as stated herein and shall continue until terminated as provided in the relevant conditions of this cover.

In the event of any delay or deviation caused by the failure of the buyer to take up and pay for the goods, cover hereunder shall continue until the Assured receives payment or the goods are returned to the Assured or disposed of elsewhere and the Assured's risk ceases. Underwriters hereon are to be subrogated to all rights and benefits which the Assured may possess against the buyer, the buyer's insurers or any other parties.

The existence of this insurance is not to be revealed to the buyer or to any other party interested in the consignment.

## **8. 集装箱滞期费条款 Container Demurrage Charges Clause**

若被保险人受保险人指示留置某一联运集装箱，且若被保险人因留置该集装箱超过返还期而被收取滞期费，保险人将赔偿该滞期费。赔偿金额应为按如下时间计算的滞期费：自保险人通知被保险人保留集装箱之时起，至保险人通知被保险人可以返还集装箱之时终止。

If the Insured is instructed by the Insurer(s) to hold an intermodal container, and if the Insured is assessed a demurrage charge for holding the intermodal container past the return date, the Insurer(s) will pay the demurrage charges. The amount the Insurer(s) will pay shall be the charges assessed from the time the Insurer(s) direct the Insured to hold the container until the time the Insurer(s) inform the Insured that the container can be released.

## **9. 货物丢失条款 Missing Goods Clause**

如果保险标的（或任何可分部分）丢失且经过合理期间后仍未找到，则可推定保险标的（或任何可分部分）实际全损。

本保险项下，如果保险标的未能在交付日起90天内交付至保险合同载明目的地收货人的仓库或储存地点或者其他最终仓库或储存地点，则应视为合理期间已过。保险人赔付上述实际全损后，如果保险标的或其任何剩余部分被找到，则其所有权及所有权的各项权利均归于保险人，但被保险人有权选择向保险人（重新）购买保险标的或其任何剩余部分。

Where the subject matter insured hereunder (or any apportionable part) becomes missing and after the lapse of a reasonable time has not been located, an actual total loss of the subject-matter insured (or any apportionable part) may be presumed.

For the purposes of this insurance, there shall be deemed to have been the lapse of a reasonable time where delivery to the consignees' or other final warehouse or place of storage at the destination named herein has not been effected within 90 days of the expected date of such delivery. If, after the payment by the Insurer(s) of an actual total loss as provided for above, the subjectmatter insured or whatever may remain thereof is located, the ownership and all proprietary rights incidental thereto shall be vested in the Insurer(s). The Insured hereunder shall nevertheless have the option of (re-) purchasing from the Insurer(s) the subject-matter insured or whatever may remain thereof.

#### **10. 货物混存条款 Co-mingling Clause**

在装运的油或其他散装货以同其他人拥有的、投保的或者被保险人拥有的但以归不同收货人的其他散装货进行混存的方式进行积载时，经双方同意，如发生本保险合同保险责任范围内的损失，该损失应根据所涉当事方各自的利益按每一当事方所属产品量占混存货物总量的比例，按比例进行分摊。若交付被保险人/收货人的混存货物的损失比例高于前述比例的，保险人在扣除规定的任何免赔额后，以保险价值为限，承担全部损失赔偿责任。

保险人在赔偿超过其按比例分摊的损失的范围，代位取得被保险人针对承运人等第三方（包括其他货主）所享有的权利。

When shipments of oil or other bulk products insured hereunder are stowed in such a manner as to be co-mingled with other bulk shipments belonging to and/or insured by others or owned by the Assured and intended for different consignees, it is agreed that in the event of loss or damage recoverable under this Policy, such loss or damage shall be pro rated in accordance with the respective interest(s) of the party or parties involved in the ratio that the quantity of product belonging to each party bears to the total quantity of product co-mingled. Should the portion of the co-mingled cargo delivered to the Assured/Consignee be lost and/or damaged in a percentage greater than the ratio mentioned in the previous paragraph, these Insurers will pay the loss in full, but not exceeding the insured value, subject applicable deductible, if any.

Underwriters will be subrogated to all rights against carriers and/or other third parties, including other cargo owners to the extent Underwriters have borne the loss in excess of their pro rata portion.

#### **11. 故意损坏条款—污染危险 Deliberate Damage - Pollution Hazard**

仅当被保险财产处于水运工具之上时，本保险扩展承保被保险财产由于政府当局为保护公共利益而采取行动以避免或减轻污染危险或威胁而直接导致的损失或损坏，但该等导致政府行动发生的事故或事件，本将引起被保险财产遭受物质灭失与损害，且根据本保险的所有条款、条件与保证，可导致本保险项下索赔（根据所有的条款、条件和保证，如果被保险财产直接由于该事故遭受直接物质损失或损害）。本条款不增加本保险合同其它部分所规定的责任限额。

This insurance is extended to cover, but only while the property insured is on board a waterborne conveyance, loss of or damage to said property directly caused by governmental authorities acting for the public welfare to prevent or

mitigate a pollution hazard or threat thereof, provided that the accident or occurrence creating the situation which required such governmental action would have resulted in a recoverable claim under this insurance (subject to all of its terms, conditions and warranties if the property insured would have sustained physical loss or damage as a direct result of such accident or insurance). This agreement shall not increase the Limits of Liability provided for elsewhere herein.

## **12. 共同海损条款 General Average Clause**

本保险承保根据货物运输合同、准据法和惯例（或者，如果没有货物运输合同，则根据国外共同海损理算报告或《约克—安特卫普规则》）理算或确定的共同海损和救助费用，其产生系为了避免或与避免该损失有关的本保险特别除外原因以外的原因造成的损失。为获本保险下共同海损分摊和救助费用的赔付，保险标的应视为按全部分摊价值投保。共同海损保证金收据应在共同海损保证金支付后出具。

This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice (or, if there is no contract of affreightment, according to Foreign Statement or to York-Antwerp Rules) incurred to avoid or in connection with the avoidance of loss from any cause except those specifically excluded herefrom. For the purpose of claims for general average contributions and salvage charges recoverable hereunder, the subject-matter insured shall be deemed to be insured for its full contributory value. General average deposits shall be payable on production of general average deposit receipts

## **13. 包装不足条款 Insufficiency of Packing Clause**

若被保险人提出索赔，指称被保险货物、商品和/或财产的损失或损坏是由于包装或配置的不足或不当所造成的，保险人特此同意，在包装或配置非由提出索赔的被保险人完成，且被保险人对包装或配置的不足或不当完全不知情的情况下，不会以包装或配置的不足或不当为由而拒赔。本条款所指的“包装”应包括集装箱、拖车或轨道车内的堆放。

In the event of a claim being made for loss or damage which is alleged to be caused by insufficiency or unsuitability of packing or preparation of the insured goods and/or merchandise and/or property, the Insurer(s) hereby agrees that it will not assert such alleged insufficiency or unsuitability as a defence against the claim where the packing or preparation was carried out by a party other than the insured and the insufficiency or unsuitability arose entirely without the insured's privity or knowledge. For the purpose of this Clause, "packing" shall be deemed to include stowage in a container, trailer or rail car.

## **14. 装运费用条款 Shipping Expense Clause**

保险标的因本保险承保的风险而未能交付至预定目的地，本保险将赔偿被保险人因此已经支付或可能支付的运杂费用。在任何情形下，本保险对前述费用的赔偿责任不超过保险标的保险价值的15%或年度累计责任限额人民币1,200,000元，以较高者为准。

When the subject-matter insured is not delivered to the destination contemplated due to a peril insured against, this insurance shall also pay any charges incidental to shipping which have been or may be incurred by the Assured. Such shipping expenses are limited to 15% of the insured value or an annual aggregate limit of RMB1,200,000, whichever is the greater

## **15. 施救条款 Sue and Labor Clause**

发生迫近的或实际的损失或事故时，被保险人及其代理人、受雇人、受让人为了防护、保护及取回全部或部分被保险货物而采取的施救措施系合法且必须的，但对于发生灾难时被保险人或保险人采取恢复、追偿、抢救及保全被保险货物的行为，不能被认为是对被保险货物的放弃或接受委付；因此产生的施救费用，保险

人将根据被保险货物的保险价值和保险金额的比例承担赔偿责任。尽管本保险有任何不同规定，本条款仍作为首要条款而有效。本条款旨在重新声明，减损方面的努力将得到积极的支持和赔付，并在保险责任的赔偿范围，且不会影响承保风险引起的任何赔偿请求。

In case of any imminent or actual loss or misfortune, it shall be lawful and necessary to and for the Assured, his or their factors, servants and assigns, to sue, labor and travel for in and about the defence, safeguard and recovery of the said goods and merchandise, or any part thereof without prejudice to this insurance; nor shall the acts of the Assured or Assurers, in recovering, saving and preserving the property insured, in case of disaster, be considered a waiver or an acceptance of abandonment; to the charges whereof the said Assurers will contribute according to the rate and quantity of the sum herein insured. This clause remains paramount notwithstanding anything inconsistent therewith in this insurance. The intention of the clause is to restate that loss minimization efforts will be positively viewed and paid for and will not prejudice any claims arising out of an insured peril.

#### **16. 战争扩展条款 War Extension Clause**

即使本保险或任何批单有任何相反的规定，兹经双方同意，不论是否存在任何其他同时或以其它顺序引致损失的原因或事件，本保险承保直接或间接由于下列任何一项引起的、造成的或与之有关的损失、损坏、费用或支出：战争、入侵、外敌行为、敌对或类似军事行为（不论宣战与否）、内战、造反、革命、叛乱或民众骚乱导致的起义、军事行动或篡权行动。

本批单亦承保直接或间接由于为控制、阻止、镇压上述任何一项或与之有关而采取的任何行动所引起的、造成的或与之有关的损失、损坏、费用或支出。

若本批单的任何规定被认定为无效或不可执行的，不影响本批单其它规定的效力。

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed that this insurance includes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss: War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or

This endorsement also includes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to above.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

#### **17. 罢工、暴乱、民众骚乱扩展条款 Strike, Riot, Civil Commotion Extension Clause**

兹经双方同意，鉴于被保险人已缴付了附加保险费，本保险扩展承保保险单中列明的被保险财产在列明地点范围内由于罢工、暴乱或民众骚乱造成的损失，包括在此期间罢工人员在保险单列明地点范围内的行为造成的损失，以及在罢工、暴乱或民众骚乱期间，因发生抢劫造成被保险财产的损失，**但本扩展条款对于由于执行政府或公共当局的命令、没收、征用或拆毁造成的损失以及因罢工人员或任何人故意纵火造成的损失不负责赔偿。**

It is agreed and understood that subject to the Insured having paid the agreed additional premium, this Policy shall be extended to cover loss of or damage to the insured property described in the Schedule due to strike, riot and civil commotion including the loss or damage caused by the act of any striker whilst occurring in the premises showed in the Schedule and the loss or damage caused by looting occurring at the time of strike, riot and civil commotion, excluding the loss or damage arising from confiscation, commandeering or requisition or destruction by order of the

government or any relative public authority or by fire caused by strikers or malicious persons.

## **18. 协会偷窃、提货不着险条款（仅适用于协会货物运输保险条款） Institute Theft, Pilferage and Non-delivery Clause**

在交付附加保费的基础上，本保险承保保险标的物因盗窃而导致的灭失、损坏，或者因整件货物提货不着而导致的损失，但本保险合同中的责任免除条款仍然适用。

In consideration of an additional premium, it is hereby agreed that this insurance covers loss of or damage to the subject-matter insured caused by theft or pilferage, or by non-delivery of an entire package, subject always to the exclusions contained in this insurance.

## **19. 经济制裁限制和责任免除条款 Sanction Limitation and Exclusion Clause**

保险人根据本保险合同提供保险保障、赔付任何款项或提供任何权益如可能受到联合国决议的任何制裁、禁令、限制或管辖本保险协议当事人的国家或组织的贸易或经济制裁、法律或法规的，则该保险人不应视为提供保险保障，保险人亦无义务支付任何赔款或提供任何权益。

如管辖本协议任何当事人的任何国家的任何制裁、法律或法规比其他国家更为严格的，则以更为严格的制裁、法律或法规为准。

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the nation or organization, which are ruling to the parties of this insurance agreement.

If any of the sanctions, laws or regulations of either nation ruling either party to this agreement, is more strict against another country, then the more strict sanction, law or regulation will prevail.

## **20. 货运险迟延完工保险条款 Cargo Delay in Start-up Clause**

### **第一条 保险责任**

如果被保险财产由于下列任何一项发生损失或交付迟延，导致建筑安装工程、检验进度、被保险业务经营受到干扰，造成计划商业运营日迟延（以下简称“完工迟延”），保险人同意以保险金额为限，根据由此产生的下文所述保险项目对被保险人遭受的损失承担赔偿责任：

1. 本保险第一部分（海上货运险）项下承保的风险，或如未适用免赔额的规定或存在其他保险，本属于本保险第一部分项下承保范围的风险，除非本部分明确除外不保；
2. 承运或计划承运任何被保险财产的船舶或飞行器的船（机）身、机械、设备发生损失或机械故障，但以列为下列任何一项所承保为限：
3. (a) 按英国海上保险标准条款（如附件协会船舶保险航程条款 Cl. 285 1.10.83、协会船舶航程保险战争和罢工条款 Cl. 295 1.10.83）；或  
(b) 飞行器一切险（包括战争、劫持和类似风险）；
4. 承运或计划承运任何被保险财产的其他运输工具由于意外原因发生损失或机械故障；
5. 承运或计划承运任何被保险财产的船舶、飞行器或其他运输工具发生共同海损、救助或救生作业；
6. 本保险有效期内，被保险财产交付过程中任何船舶或驳船由于沉没或停泊不良致使在项目工地、港口/码头/突堤式码或类似处所无法卸载或卸载受阻。

### **第二条 保险期间**

上述第一条第1款提供的保障自被保险财产离开原产地制造商经营场所时开始生效，经正常运输过程，经特别约定，经任何临时储存过程，直至被保险财产交付到项目工地时终止。

上述第一条第 2、3 和 4 款提供的保障，对于船舶或驳船，应自船舶或驳船抵达装载被保险财产的泊位或锚地时开始生效（承保范围包括停泊或系锚期间发生的任何意外或事故）；对于运输工具（包括飞行器），则应自运输工具抵达装载被保险财产的地点时开始生效。

### **第三条 保险项目**

本附加险项下承担赔偿责任的项目如下：

#### **第一项 毛利润**

实际遭受的毛利润损失，具体以毛利润率乘以赔偿期间内实际收入与如未发生完工延误本应获得的收入之间的差额后的所得金额进行确定。

#### **第二项 固定费用 / 第三项 保养费用**

预期固定费用和保养费用，具体以固定费用和保养费用率乘以赔偿期间内实际收入与如未发生完工延误本应获得的收入之间的差额后的所得金额进行确定。

#### **第四项 工作费用增加**

被保险人完全为了避免或最大程度地减少上述第一项、第二项或第三项项下的金额而支出的必要且合理的额外费用，但本项项下赔付的费用总额以不超过因此而避免或减少产生的金额为限。

#### **第五项 额外工作费用增加**

发生第一部分项下承保的损失后或根据第二部分有关保险责任的其他规定，为下列任何一项之目的，在赔偿期间内或之前所支出的不能根据本保障其他规定获得赔偿的必要且合理的额外费用：

- (i) 避免或最大程度地减少如未发生该等费用本会发生的完工延误；
- (ii) 避免或最大程度地减少如未发生该等费用本会发生的毛利润损失、固定费用或保养费用；
- (iii) 恢复、维持正常的被保险业务经营、服务。

#### **第六项 索赔准备费用**

被保险人为准备和协商本保险合同项下的索赔而发生的合理的专业费用以及其他费用。

### **第四条 定义**

#### **1. 赔偿期间**

指如未发生损失或完工延误，本可进行商业运营的工程计划商业运营日起至计划商业运营日后 12 个月以内的期间，在此期间内被保险业务的成果由于损失或完工延误受到影响或本会受到影响。

#### **2. 商业运营**

指自最终完工证明或类似文件签发之日起工厂的运营。

#### **3. 毛利润**

指收入额减去交付现金费用总额后的金额，具体以被保险人商业计划书或财务模型中详细列明的为准。

#### **4. 毛利润率**

指在赔偿期间内，如未发生完工迟延，则本应获得的毛利润占收入的比率。

#### **5. 收入**

指被保险人在经营被保险业务过程中因出售或交付产品或提供服务而收取的或应收取的款项（不包括任何折扣）。

#### **6. 固定费用和保养费用**

指被保险人商业计划书或财务模型中详细列明的固定费用和保养费用。

#### **7. 固定费用和保养费用率**

指在赔偿期间内，如未发生完工迟延，则本应以收入支付的固定运营保养费用以及偿付债务的比例。

### **第五条 特别责任免除**

保险人对下列各项不负赔偿责任：

- 1. 本保险项下保险单所述的被保险财产遭受的损坏或该财产在保险合同项下可获赔偿的任何费用；



2. 由于被保险财产的维修不能为制造商或其代表接受，致使不合理地拒绝给予质量保证，造成迟延所引致的任何索赔，但前述维修的材料和方式应以保险人委托的检验机构或协会船级条款（CL.354 13.4.92）所列船级社的检验师，或者保险人的检验机构或其批准的检验机构所批准的为限；
3. 在任何情况下，本保险对下列各项不负赔偿责任：
  - (a) 因下列任何一项导致的或引起的工期延误所产生的损失：
    - i) 公共权力机构实施任何限制性规定；
    - ii) 保险人根据被保险人的指示对本保险项下承保的索赔进行全部或部分赔付后，被保险人未将理赔款项用以修理或重置受损项目；
    - iii) 损坏发生后实施的改建、扩建、改良、纠正瑕疵、缺陷或消除任何不足之处。
  - (b) 任何由于推迟完成或不能完成订单导致违反合同而造成的违约金、损害赔偿或由于任何性质的罚款所引起的损失，除非保险人另以批单形式同意前述事项。

#### 第六条 特别事项

1. 如本附加险生效时的风险发生如下任何一项重大变更的，被保险人承诺尽快告知保险人：
  - (a) 预定工程进度表发生变化；
  - (b) 工程改建、更改或扩建；
  - (c) 被保险业务发生停业、清算或进行破产管理；
  - (d) 保险项目发生变更。
2. 在发生可能造成完工迟延的事件，根据本保险可提出索赔时：
  - (a) 被保险人应尽快通知保险人所发生的有关情况，并呈递书面确认文件；
  - (b) 被保险人应自行或同意采取一切合理必要措施，减少或确定建筑安装工程、检验进度、被保险业务经营受中断或干扰的范围，从而避免或减少由此引起的任何完工迟延；
  - (c) 保险人和其授权代表在不损害被保险人利益的前提下，有权进入发生损失的工地，直接与负责的承包商谈判，以确定损失的原因和程度，以及对被保险财产的影响，确定最大程度减少完工延误的可能性，在必要时，提出合理建议，以避免或最大程度地减少完工延误，包括支付增加的工作费用以最大程度地减少完工延误。
3. 如果根据本附件险提出索赔时，被保险人应尽快向保险人提交书面说明，详述索赔事宜。此外，被保险人应向保险人提供文件以及其他保险人为了调查和证实赔案而合理要求的文件、证据、资料、说明或其他证据，必要时，还应依法提供一份确认索赔相关事宜真实性的声明。
4. 为避免疑义，本附加险对扣除定义的“待确认和约定的毛利润/偿债费用”后的金额承担赔偿责任，赔偿责任以实际遭受的损失为计算基础（例如赔偿），如有关利润或收入未计入已支付保险费的保险金额的，则不属于本附加险的赔偿范围。

The Insurer will indemnify the Insured up to the Sum Insured in respect of the Interest Insured specified hereafter resulting from Damage to or delay in the delivery of the Property Insured arising from any of the following:

1. a risk which is indemnifiable under Section I (Marine Cargo) of this Policy, or which would have been indemnifiable under Section I of this Policy but for the application of any deductible or the existence of another policy, unless specifically excluded by this Section.
2. Damage to or mechanical breakdown of the hull, machinery and/or equipment of the vessel or aircraft on which any of the property is being carried or is intended to be carried which would be covered either:
3. (a) under an insurance effected subject to the Standard Form of English Marine Policy with the Institute Voyage Clauses - Hull Cl. 285 1.10.83 and/or Institute War and Strikes Clauses - Hulls Voyage Cl. 295 1.10.83 attached, or  
(b) under an aircraft All Risks Policy including war, Hijacking and Allied Perils.
4. Damage to or mechanical breakdown of any other conveyance on which any of the Insured Property is being carried or is intended to be carried from any fortuitous cause.

5. the vessel aircraft or other conveyance on which any of the Insured Property is carried or is intended to be carried being involved in a General Average Salvage or Life-saving operation.

6. the prevention or hindrance of discharge at the Project site, port/pier/jetty or the like resulting from the sinking or foulberthing of any vessel or craft, engaged in the delivery of the Insured Property and that such event(s) occurs during the currency of this Policy.

And causing interference in the construction and/or erection and/or testing schedule and/or Insured Business resulting in a delay to the Scheduled Commercial Operations Date, hereinafter referred to as "Delay".

#### **DURATION**

The protection afforded by paragraph 1 above shall operate from the time the Insured Property leaves the premises of the manufacturers in the country of origin, continue during the ordinary course of transit and, where specifically agreed, during temporary storage, if any, and until the property is delivered to the Project Site.

The protection offered by paragraphs 2, 3 and 4 above shall operate in respect of vessels or craft from the time that the vessel or craft comes alongside the berth or mooring point at which the Insured Property is to be loaded thereon (including any casualties or incidents arising during such berthing or mooring) and in respect of the conveyances (including aircraft) from the time that the conveyance arrives at the place where the Insured Property is to be loaded onto the Conveyance.

#### **INSURED INTEREST**

The amount payable under this Section of the Policy shall be as follows:

##### **Item (1) Gross Profit**

The reduction in Gross Profit actually sustained as ascertained by applying the Rate of Gross Profit to the amount by which the actual Revenue during the Indemnity Period falls short of the Revenue which would have been achieved had the Delay not occurred.

##### **Item (2) Fixed Costs / Item (3) Maintenance Costs**

The anticipated Fixed Costs and Maintenance Costs being the sum obtained by applying the Rate of Fixed Costs and Maintenance Costs to the amount by which the actual Revenue during the Indemnity Period falls short of the Revenue which would have been achieved had the Delay not occurred.

##### **Item (4) Increased Cost of Working**

Additional expenditure necessarily and reasonably incurred by the Insured for the sole purpose of avoiding or diminishing payments under Items 1, 2 or 3, provided that total costs payable under this Item do not exceed the amount of payments thereby avoided or diminished under Items 1, 2 or 3.

##### **Item (5) Additional Increased Cost of Working**

The additional expenditure not otherwise recoverable hereunder necessarily and reasonably incurred either prior to or during the Indemnity Period for the purpose of;

- (i) Avoiding or diminishing the Delay, which without such expenditure, would have taken place; and /or
- (ii) Avoiding or diminishing the loss of Gross Profit or Fixed Costs or Maintenance Costs, which without such expenditure, would have been incurred; and /or
- (iii) Resuming and / or maintaining the normal Insured Business operations and / or services.

Following a loss recoverable under Section 1 or as otherwise specified in the insuring clause to Section 2.

##### **Item (6) Claims Preparation Costs**

Reasonable professional fees and other expenses incurred by the Insured for the preparation and negotiation of claims under this Policy."

#### **DEFINITIONS**

##### **1. Indemnity Period**

The period commencing with the Scheduled Commercial Operations Date of the Project which but for the

Damage or Delay would have been available for Commercial Operation and ending not later than 12 months after the Scheduled Commercial Operations Date during which the results of the Insured Business is affected or would have been affected in consequence of the Damage or Delay.

**2. Commercial Operation**

Means the operations of the plant from the date of issuance of the final completion certificate or similar.

**3. Gross Profit**

The sum by which the value of the Revenue exceeds the amount of the total delivered cash cost as more fully described within the business plan or financial model of the Insured.

**4. Rate of Gross Profit**

The rate which, had the Delay not occurred, would have been earned on the Revenue during the Indemnity Period.

**5. Revenue**

The amount of money (less discounts) paid or payable to the Insured for products sold or delivered or services rendered in the course of the Insured Business.

**6. Fixed Costs and Maintenance Costs**

Shall mean fixed costs and maintenance cost as more fully described within the business plan or financial model of the Insured.

**7. Rate of Fixed Costs and Maintenance Costs**

Shall mean the percentage of Fixed Operating and Maintenance Expenses and Debt Servicing, which had the Delay not occurred, would have been payable out of the Revenue earned during the Indemnity Period.

**SPECIAL EXCLUSIONS**

The Insurer shall not be liable for:

1. Damage to the Insured Property under Section I of the Policy as described in the Schedule or any expenses recoverable under the Policy on such property.
2. Any claim for delay caused by the unreasonable withholding of guarantees as a result of repairs to the Insured Property not being acceptable to the manufacturer or his representative, providing such repairs have been carried out with materials and in a manner approved by the surveyor appointed by the Insurer, or a Surveyor of one of the Classification Societies listed in the Institute Classification Clause CL.354 13.4.92 or by a surveyor of, or approved by, the Insurer.
3. In no case shall this insurance cover:
  - (a) Loss due to any delay caused by or resulting from:
    - ii) any restriction imposed by a public authority.
    - iii) failure of the Insured to commit funds to the repair or replacement of destroyed or damaged items where such funds have been paid by the Insurers to the order of the Insured under a full or partial settlement of a claim payable under the Terms and Conditions set forth in Section I.
    - iv) alterations, additions, improvements or rectification of defects or faults or elimination of any deficiencies carried out after the occurrence of damage.
  - (b) Any loss due to fines or damages for breach of contract for late or non-completion of orders or for any penalties of whatever nature unless otherwise agreed to by Insurers and endorsed hereon.

**SPECIAL CONDITIONS**

1. In the event of any material change in the original risks such as:
  - (a) Changes in the envisaged progress programme
  - (b) Alteration, modification or addition to the Project
  - (c) Discontinuation or liquidation of the Insured Business or its being placed in receivership

- (d) Change in Insured interests taking place, the Insured undertakes to inform the Insurer as soon as possible.
2. In the event of any Occurrence which might cause a Delay and give rise to a claim under this Section of the Policy:
    - (a) the Insured shall notify the Insurer and send written confirmation thereof as soon as possible.
    - (b) the Insured shall do and concur in doing and permit to be done all such things as may be reasonably practicable to minimise or establish the extent of any interference with the construction/erection work and/or testing schedule and/or interruption or interference in the operation of the Insured Business so as to avoid or diminish any Delay resulting therefrom.
    - (c) the Insurer and every person authorised by the Insurer shall, without prejudice to any Insured, have access to the site where such Damage has occurred for the purpose of direct negotiation with the responsible Contractors in order to establish the possible cause and extent of the Damage, its effect on the Insured Property, to examine the possibilities for minimising any Delay, and if necessary to make any reasonable recommendations for the avoidance or minimisation of such Delay including the payment of increased cost of working moneys to achieve such minimisation.
  3. In the event of a claim being made under this Section of the Policy, the Insured shall deliver to the Insurer as soon as possible a written statement setting forth particulars of the claim. Furthermore, the Insured shall produce sheets and other documents, proofs, information, explanations or other evidence as may reasonably be required by the Insurer for the purpose of investigation or verifying the claim, together with, if required, a statutory declaration of the truth of the claim and of any matters connected therewith.
  4. For avoidance of doubt this Section of the Policy provides an indemnity in respect of less of [Gross Profit / Debt Servicing Costs to be confirmed and agreed] as defined and shall be on an actual loss sustained basis (i.e. indemnity) and no loss of profit or gains shall be allowable under this Section of the Policy to the extent that the same has not been included in the calculation of the Sum Insured for which a premium has been paid.