协会战争险条款（空运货物）82

（不包括邮递货物）

一、承保危险

1.　　本保险承保下列致使保险标的物损毁或灭失的危险，**但本条款第 2 条规定的除外：**

1.1 战争、内战、革命、叛乱、颠覆或因而引起之内乱，或来自任何交战国之敌对行为或与其对抗之行为。

1.2 由第1.1条所述承保危险项目或与其有关的企图所致使的捕获、扣押、拘捕、监禁或拘留。

1.3 遗弃之水雷、鱼雷、炸弹或其它武器。

二、除外事项

2.　　本保险无论如何不承保下列事项：

2.1 因被保险人之故意不当行为所致之损毁、灭失或费用。

2.2 保险标的物之正常漏损、重量或容量之正常减少或自然耗损。

2.3 因保险标的物之包装或配置不固、不当所致之损毁、灭失或费用（本条款第 2.3条所指之「包装」包括货柜或货箱内之堆放，但此项堆放以完成于本保险生效前或由被保险人或其受雇人所为为限）。

2.4 因保险标的物之固有瑕疵或本质所致之损毁、灭失或费用。

2.5 由于飞机装运的货柜或货箱不适合保险标的物之安全装运所致使的损毁、灭失或费用。但此项不适运以被保险人或其受雇人在保险标的物装机时已知情为限。

2.6 直接由于迟延所致之损毁、灭失或费用，即使此项迟延系因承保危险所致。

2.7 因航空运载工具所有人、承租人、经理人或营运人之无力偿债或财务失信所引起之损毁、灭失或费用。

2.8 因航程取消或中途被终止引起的任何索赔。

2.9 由于使用原子核分裂、融合、其他类似反应或放射能、放射性物质之武器所引起损毁、灭失或费用。

三、保险期间

3.

3.1　本保险

3.1.1　　自保险标的物或任何部分载上飞机开始生效。

3.1.2　　止于保险标的物或任何部分在最终目的机场或飞机卸下至卸货机场。

或由飞机抵达最终目的机场或卸货机场当天零点起届满 15 天。

以上两种终止情形，以孰先发生者为准（但仍受以下第 3.2 和 3.3 条的限制）。虽然如此，如果保险人立即接获通知并加收保险费，则本保险

3.1.3　　在保险标的物仍未由最终目的机场或卸货机场卸货，而飞机亦从那里离开时持续有效。

3.1.4　　止于保险标的物或任何部分在其后于最终（或替代）目的机场或卸货机场由飞机卸下

或

由飞机重新抵达最终目的机场或卸货机场或抵达替代目的机场或卸货机场当天之零点起届满 15 天。

以上两种终止情形以孰先发生者为准（但仍受以下第 3.2 和 3.3 条的限制）

3.2　在保险标的物运输过程中，保险标的物在中途地方由飞机卸下，再由另一海轮或飞机转运，依据以下第3.3条并于必要时加收保费，本保险在由飞机到达该机场或地方起届满15天内仍然有效。本保险亦可自保险标的物或任何部分载上转运的“海轮”或飞机开始重新生效。在此15天期限内，被卸下的保险标的物或任何部分只有仍在该机场或地方，本保险才能继续生效。若保险标的物在此15天期限内已在转运中，又或若本保险根据第 3.2 条重新生效时：

3.2.1 当转运由飞机进行，本保险将依据本条款的条件继续执行。

3.2.2　　当转运由“海轮”进行，协会战争条款（货物）将被视为本保险的一部分并应用于有关海洋运输的地方。

3.3　若空中运输终止于运输契约列明目的地以外的地方，则该地方将被视为最终卸货机场。依据第 3.1.2 条，本保险亦于这时终止。若保险标的物随后需再交付到原本或其他目的地，如果保险人在另一次运送开始前接获通知并加收保费，则本保险自

3.3.1 保险标的物已经卸载完毕，而保险标的物或任何部分载上作转运的飞机；

3.3.2 保险标的物没有卸载，而飞机由该被视为最终卸货机场航行离开时生效。

3.4　若保险人立即接获通知并于必要时加收保费，本保险对于依据运输契约授权的承运人自由载重而产生的任何危险变更的期间内继续有效。

在第 3 条中，“海轮”指运载保险标的物由一港口或地方到另一个地方的货轮，而该航程需横越海洋。

4. 本保险生效后，如被保险人变更目的地，本保险“仍可承保”，但须另行洽定保险费和条件且以被保险人及时通知保险人为先决条件。

5.　　在本合约中任何与本条款第 2.8、2.9 或 3 条不符合的地方，将视作为无效。

四、理赔

6.

6.1 被保险人在保险标的物发生损失时，须对保险标的物具有保险利益，才能获得保险赔偿。

6.2 依上述 6.1 的约定，被保险人对保险期间内所发生保险标的物的损失，有权利要求赔偿，如果保险标的物在保险合同签订之前已经发生损失，只要被保险人事先不知情，仍有权获得保险赔偿。

7.

7.1 若被保险人对本保险项下的保险标的物另外投保了同样保险条件的增值保险，则保险标的物的保险价值将被视为增加至本保险与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本保险的保险金额占全部保险金额的总和的比例而定。被保险人在索赔时须向保险人出具所有其他增值保险的保险金额的证明。

7.2 本保险为增值保险时，必须适用下列条款：

该保险标的物的协议价值应视为等于被保险人对保险标的物办理的承保损失的基本保险与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其保险金额占全部保险金额的总和的比例而定。被保险人在索赔时须向保险人出具所有其他增值保险的保险金额的证明。

五、保险权益

8. 承运人或其他受托人不得享受本保险的权益。

六、减少损失

9. 被保险人及其雇员和代理人对保险项下的索赔承担以下义务：

9.1 为避免或减少损失应采取合理措施。及

9.2 保证保留及行使对承运人、受托人或其他第三者追偿的权利。保险人除对保险项下的

各种损失予以赔偿外，还对被保险人因履行以上义务而支出的任何适当或合理费用给予补偿。

10．被保险人或保险人对受损的保险标的采取的施救、保护或修复措施，不得视为放弃或接受委付，或者影响任何一方当事人的权益。

七、避免延误

11．被保险人对受损的保险标的应在力所能及的情况下，合理迅速地处置，不得故意延误，这是本保险的必要条件。

注意：当被保险人在获知有本保险第4条约定的“仍可承保”事项时，必须立即通知保险人。被保险人对此保险的权利取决于是否履行上述通知义务。

INSTITUTE WAR CLAUSES

(AIR CARGO) 82

(excluding sendings by Post)

RISKS COVERED

1. This insurance covers, except as provided in Clause 2 below, loss of or damage tothe subject-matter insured caused by

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

1.2 capture seizure arrest restraint or detainment, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat

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

EXCLUSIONS

2. In no case shall this insurance cover

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

2.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tearof 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 thesubject-matter insured

2.5 loss damage or expense arising from unfitness or 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 delaybe caused by a risk insured against

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

2.8 any claim based upon loss of or frustration of the voyage or adventure

2.9 loss damage or expense arising from any hostile use of any weapon of waremploying atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

DURATION

3.

3.1 This insurance

3.1.1 attaches only as the subject-matter insured and as to any part as thatpart is loaded on the aircraft for the commencement of the air transit insured

and

3.1.2 terminates, subject to 3.2 and 3.3 below, either as the subject-matter insured and as to any part as that part is discharged from the aircraft at the final place of discharge

or

on expiry of 15 days counting from midnight of the day of arrival of the aircraft at the final place of discharge,

whichever shall first occur;

nevertheless, subject to prompt notice to the Underwriters and to an additional premium, such insurance

3.1.3 reattaches when, without having discharged the subject-matter insured at the final place of discharge, the aircraft departs therefrom,

and

3.1.4 terminates, subject to 3.2 and 3.3 below, either as the subject-matter insured and as to any part as that part is thereafter discharged from the aircraft at the final (or substituted) place of discharge,

or

on expiry of 15 days counting from midnight of the day of re-arrival of the aircraft at the final place of discharge or arrival of the aircraft at a substituted place of discharge,

whichever shall first occur.

3.2 If during the insured transit the aircraft arrives at an intermediate place to discharge the subject-matter insured for on-carriage by aircraft or oversea vessel, then, subject to 3.3 below and to an additional premium if required, this insurance continues until the expiry of 15 days counting from midnight of the day of arrival of the aircraft at such place, but thereafter reattaches as the subject-matter insured and as to any part as that part is loaded on an on-carrying aircraft or oversea vessel. During the period of 15 days the insurance remains in force after discharge only whilst the subject-matter insured and as to any part as that part is at such intermediate place. If the goods are on-carried within the said period of 15 days or if the insurance reattaches as provided in this Clause 3.2

3.2.1 where the on-carriage is by aircraft this insurance continues subject to the terms of these clauses,

or

3.2.2 where the on-carriage is by oversea vessel, the current Institute War Clauses (Cargo) shall be deemed to form part of this insurance and shall apply to the on-carriage by sea.

3.3 If the air transit in the contract of carriage is terminated at a place other than the destination agreed therein, that place shall be deemed to be the final place of discharge and such insurance terminates in accordance with 3.1.2. if the subject-matter insured is subsequently consigned to the original or any other destination, then, provided notice is given to the Underwriters before the commencement of such further transit and subject to an additional premium, such insurance reattaches

3.3.1 in the case of the subject-matter insured having been discharged, as the subject-matter insured and as to any part as that part is loaded on the on-carrying aircraft for the transit;

3.3.2 in the case of the subject-matter insured not having been discharged, when the aircraft departs from such deemed final place of discharge; thereafter such insurance terminates in accordance with 3.1.4.

3.4 Subject to prompt notice to Underwriters, and to an additional premium if required, this insurance shall remain in force within the provisions of these Clauses during any deviation, or any variation of the adventure arising from the exercise of a liberty granted to the air carrier under the contract of carriage. (For the purpose of Clause 3) “oversea vessel” shall be deemed to mean a vessel carrying the subject-matter from one port or place to another where such voyage involves a sea passage by that vessel)

4. 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.

5. Anything contained in this contract which is inconsistent with Clauses 2.8, 2.9 or 3 shall, to the extent of such inconsistency, be null and void.

CLAIMS

6.

6.1 In order to recover under this insurance the Assured must have an insurableinterest in the subject-matter insured at the time of the loss.

6.2 Subject to 6.1 above, the Assured shall be entitled to recover for insured lossoccurring during the period covered by this insurance, notwithstanding that theloss occurred before the contract of insurance was concluded, unless theAssured were aware of the loss and the Underwriters were not.

7.

7.1 If any Increased Value insurance is effected by the Assured on the cargoinsured herein the agreed value of the cargo shall be deemed to beincreased 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.

7.2 Where this insurance is on Increased Value the following clause shallapply:

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

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

MINIMISING LOSSES

9. It is the duty of the Assured and their servants and agents in respect of lossrecoverable hereunder

9.1 to take such measures as may be reasonable for the purpose of averting orminimising such loss,

and

9.2 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.

10. 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

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

LAW AND PRACTIC

12. 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.