协会罢工险条款（空运货物）

一、承保危险

1. 本保险承保下列致使保险标的物毁损或灭失的危险，但本条款第2条约定的事项除外:

1.1 由于罢工工人、停工工人或参与劳工骚扰、暴动或内乱之人所致。

1.2 由于任何恐怖份子或因政治动机之行为所致。

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 由于飞机装运的集装箱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船时已知情为限。

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 由于罢工、停工、劳工骚扰、暴动或内乱所致使任何类型劳工的缺席、不足或拒绝工作下所造成的损毁、灭失或费用。

2.9 因航程取消或中途被终止引起的任何索赔。

2.10 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。

2.11 战争、内战、革命、叛乱、颠覆或因而引起的内乱，或来自任何交战国之敌对行为或与其对抗之行为所致使的损毁、灭失或费用。

三、保险期间

3.

3.1　本保险自保险标的物离开本保险单所载地点之仓库或储存处所开始运输时生效，经正常之运送过程，于下述的其一情况下为止。

3.1.1 交付与本保险的保险单所载目的地收货人所属或其它最终之仓库或储存处所。

3.1.2 交付与本保险的保险单所载明目的地或任何其它仓库或储存处所，而由被保险人用为：

3.1.2.1正常运送过程以外之保险标的物储存；或

3.1.2.2保险标的物之分配或分发；或

3.1.2.3保险标的物自飞机最终卸货机场卸货完毕之日起届满30天。以上三种终止情形以最先发生者为准。

3.2　在保险标的物自飞机最终卸货机场卸载完毕后，但在本保险终止前被运至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，并于开始运往其他目的地时失效。

3.3　在发生被保险人无法控制的延误、绕航、被迫卸载、重装或转运及飞机承运人因行使运输合同所赋予的自由权而变更航程时，本保险继续有效（但仍受上述终止它规定的限制，及以下第4条之限制）。

4.　　在被保险人无法控制的情况下，运输合同在其载明的目的地之外的机场或地方终止或在上述第3条规定交货前已终止，保险责任也同时终止。但如果被保险人将获知的情况及时通知保险人，并要求继续保险，在加缴必要的保险费后，本保险继续有效，保险责任在下列情况终止：

4.1　保险标的物已在该机场或该地出售并交付，又如无其他特别的约定，则不超过保险标的物到达该机场或该地后30天，以孰先发生者为准。

4.2　如保险标的物在上述30天内（或任何协议延长的期间内）继续运往保险单载明的目的地或其他目的地时，本保险的效力依本条款第3条的约定终止。

5.　　本保险生效后，如被保险人变更目的地，本保险“仍可承保”，但须各方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。

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：

该保险标的物的保险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条款第5条的“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 STRIKES CLAUSES (AIR CARGO) 82

RISKS COVERED

1. This insurance covers, except as provided in Clause 2 below, loss of or damage to

   the subject-matter insured caused by

   1.1 strikers, locked-out workmen, or persons taking part in labourdisturbances, riotsor civil commotions

   1.2 any terrorist or any person acting from a political motive.

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 tear ofthe 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 the subject-matterinsured

   2.5 loss damage or expense arising from unfitness of aircraft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or theirservants 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 delay becaused by a risk insured against

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

   2.8 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labourdisturbance, riot or civil commotion

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

2.10 loss damage or expense arising from the use of any weapon of war employingatomic or nuclear fission and/or fusion or other like reaction or radioactive forceor matter

2.11loss damage or expense caused by war civil war revolution rebellion insurrection,or civil strife arising therefrom, or any hostile act by or against a belligerent power.

DURATION

3.

3.1This insurance attaches from the time the subject-matter insured leaves the warehouse, premises 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

3.1.1on delivery to the Consignees' or other final warehouse, premises or place of storage at the destination named herein,

3.1.2 on delivery to any other warehouse, premises or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either

3.1.2.1 for storage other than in the ordinary course of transit or

3.1.2.2 for allocation or distribution,

or

3.1.3 on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge,

whichever shall first occur.

3.2 If, after unloading from the aircraft at the final place of discharge, but rior to termination of this insurance, the subject-matter insured is forwarded to a destination other than that to which it is 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.

3.3 This insurance shall remain in force (subject to the termination as provided for above and to the provisions of Clause 4 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to the air carriers under the contract of carriage.

4. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a place other than the destination named therein or the transit is otherwise terminated before delivery of the subject-matter insured as provided for in Clause 3 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 Underwriters, either

4.1 until the subject-matter is sold and delivered at such place or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the subject-matter hereby insured at such place, whichever shall first occur, or

4.2 if the subject-matter insured is forwarded within the said period of 30 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 3 above.

5. 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

6.

6.1 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.

6.2 Subject to 6.1 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.

7.

7.1 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.

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 or minimizing 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 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 PRACTICE

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.