

# 华泰财产保险有限公司

## 货运险附加险条款

### 1、舱面货条款 On-Deck Clause

兹经双方理解并同意，舱面装载的被保险货物以与舱下装载的货物相同的承保条件承保。

兹经双方进一步同意，本保险不承保没有任何遮盖的舱面货因生锈所遭受的任何损失或损坏。

It is hereby understood and agreed that the insured goods loaded on deck are insured on the same conditions as those loaded underdeck.

Further agreed that loss of or damage to on-deck goods without any cover due to rust are excluded.

### 2、货物申报和保险费支付 Declaration and Payment

保险合同到期后，被保险人应向保险人申报在保险期间内发生的所有实际装运量或运输的货物，保险人将相应地计收保险费。

The Assured is to declare all actual shipments or transits that have taken place during the period of this insurance upon the expiry and Underwriters hereon will debit the premium accordingly.

### 3、吊装险条款 Hoisting Risk Clause

兹经双方同意，本保险合同扩展承保被保险人由于保险标的因装卸、吊装、起重作业所产生的任何损失或损害。

It is agreed that this Policy is extended to indemnify the insured for any loss of or damage to the subject matters insured arising out of loading and unloading, hoisting, lifting operations.

### 4、退回或拒收货物运输条款 Refused/Returned Shipments Clause

按照原承保条件，本保险应承保收货人拒收或退回的货物，或超出正常运输过程仍由被保险人承担风险的货物，直至被保险人将上述货物回运至装运港或其他地方。

本保险亦可扩展承保由于建工阶段发生问题，而需要送返制造商或修理商，以及从制造商或修理商处返回的设备。为获得本项保障，应事先通知首席保险人，并按首席保险人同意的费率和保险条款执行。

Subject to the original insuring conditions this insurance shall cover goods refused and/or returned by Consignees or which remain at the risk of the Assured beyond the normal course of transit until disposed of by the Assured by return to the port of shipment or otherwise.

This insurance may also be extended to cover Equipment which needs to be sent back to, and returned from, manufacturers and/or repairers due to a problem occurring during the Construction/Erection Phase. Cover in this respect is subject to prior advice and rates, terms and conditions to be agreed by Lead Insurer.

## 5、仓至仓条款 Warehouse to Warehouse

本保险自被保险货物离开仓库或储存场所启运时开始生效，经正常运送（包括海上、陆路和内路水运以及驳运）之过程，直至被保险货物交付至目的地收货人最终仓库或储存场所时止。

This Insurance attaches from the time the goods hereby insured leave the warehouse or place of storage for the commencement of the transit and continues in force in the ordinary course of transit including sea, land and inland waterway transits and transit in lighter until the insured goods are delivered to the consignee's final warehouse or place of storage at the destination.

## 6、暂存条款（90 天） Temporary Storage (90 days)

兹经双方理解并同意，本保险合同扩展承保保险标的在正常运送过程中临时和中间储存期间的风险，但该储存期间最长不超过 90 天，如期间长于 90 天的，应事先通知保险人。

除本条款上述规定外，本保险合同的其他规定均保持不变。

It is understood and agreed that this Policy extends to cover temporary and intermediate storage within the normal course of transit up to 90 days. (longer period needs prior notification ).

This Clause is subject otherwise to the terms and conditions of this Policy.

## 7、货运险与安装工程险责任分摊条款 Marine/EAR 50/50 Clause

兹经双方理解并同意，被保险人应当：

（一）一旦材料和设备运抵合约地点，被保险人应检查材料和设备在运输途中可能发生的损失，若裸装货物损失明显的，被保险人应在货运险项下提起索赔；

（二）若包装的货物延期拆除包装的，则被保险人应检查外包装是否有货损迹象，若货损迹象明显，被保险人应在货运险项下提出索赔；

（三）若货物外包装无货损迹象，且货物仍处于包装状态，开箱时发现的损失应推定发生在运输期间，除非从损失的性质看有明显的证据表明损失确系发生在货运保险终止后。

（四）但是，若无明显证据确定损失的发生时间，则该损失将在本保险和安装工程险之间平均分摊。

除本条款上述规定外，本保险合同的其他规定均保持不变。

It is agreed and understood that the Insured is requested to:

1. Inspect the materials and equipment for possible damage incurred during transit upon their arrival at the contract site. In the case of unpacked goods where damage is evident such damage is to be reported under Marine Cover,
2. In the case of packed goods which are left in their packing until a later date, the packing is to be usually inspected for signs of possible damage to the goods. If any sign of damage is visible, the goods themselves are to be reported under the Marine Cover.
3. When the Packing of the goods manifests no sign of damage and the goods are therefore left packed, any damage discovered when they are unpacked will be assumed to have occurred during transit unless there is clear evidence from the nature of the damage that it could only have occurred after expiry of the marine insurance.
4. If, however, no clear evidence can be deduced as to when the damage was caused, the settlement of the loss will

be shared equally between this insurance and the Erection insurance.

This clause is subject otherwise to the terms, conditions and exclusions of this Policy.

#### **8、装卸条款 Loading and Unloading Clause**

经双方理解并同意，自保险合同生效之日起，本保险合同扩展承保保险标的在任何运输工具进行装卸作业过程中的风险。

It is understood and agreed that, effective from inception, this policy is extended to cover loading and unloading on and off any means of conveyance.

#### **9、保险金额累积给付条款 Transit Accumulation Clause**

若由于运输过程中产生任何中断和/或发生被保险人无法控制的事件，或者由于伤亡事故和/或在转运地点和/或在联运船舶或运输工具上，发生保险标的的累积价值超过本保险规定的限额的情况时，在被保险人得知该情况后尽快通知保险人的条件下，保险人应承担全部金额的风险，但任何情况下，累积金额不得超过保险限额的两倍。

Should there be an accumulation of interests beyond the limits expressed in this insurance by reason of any interruption of transit and/or occurrence beyond the control of the Insured, or by reason of any casualty and/or at a transshipping point and/or on a connecting steamer or conveyance, Insurer(s) shall hold covered such excess interest and shall be liable for the full amount at risk but in no event to exceed twice the insurance limit, provided notice be given to Insurer(s) as soon as known to the Insured.

#### **10、预付赔款条款 Payment on Account Clause**

兹经双方同意，根据被保险人的请求，保险人根据已经认定的赔偿责任，并在适用免赔额的情况下，就任何索赔预先支付赔偿款项，但任何情况下的预先支付均应符合本保险合同的规定。

被保险人应向保险人提供保险人预付赔款所需的证明文件，包括但不限于损失证明文件、账单和账册以获得保险人的同意和认可。

It is agreed that at the request of the Insured the Insurer(s) will, subject to liability having been accepted and application of the applicable Deductible, provide payment on account in respect of any claim subject always to compliance with the terms and conditions of this Policy.

The Insured shall provide to the Insurer(s) such evidence as may be required by the Insurer(s) to provide such payments on account, for example but not limited to proof of loss with supporting documentation, bills and accounts, for agreement and approval.

#### **11、隐藏损失条款—限于 90 天 Concealed Damage – limit 90 days**

尽管有对被保险运输终止的规定，双方一致同意，保险人应负责赔偿任何可合理归因于运输期间内承保风险的损失或损害，但以保险标的的抵达最终仓库的时间至发现前述损失或损害的时间不超过 90 天为限。

被保险人进一步同意，如抵达后任何包装外部有受损迹象，应立即进行检查，并按正常的理赔程序处理。

Notwithstanding the termination of insured transit as determined herein, it is agreed that Underwriters shall accept liability of any loss or damage reasonably attributable to the operation of perils insured against during the period of transit covered by this Policy provided that the time which may elapse between arrival of the property at the final warehouse and the time of discovery of such loss or damage does not exceed 90 days.

It is further agreed by the Insured that any package showing signs of damage on arrival shall be inspected immediately and normal claims procedure adopted.

## **12、错误和疏忽条款 Errors and Omissions Clause**

被保险人在本保险项下的权利不因其在进行申报过程中任何非故意的迟延或遗漏，或在被保险财产的数量、描述、风险、船舶、运输工具或航程的申报中，存在任何非故意的错误而受影响。如果被保险财产使用其他船舶运输，被保险人应在知晓前述事实后尽快通知保险人，并补缴任何差额保险费。

本保险不因被保险人由于自身无法控制的原因违反任何保证或条件而受影响。

The Insured shall not be prejudiced by any unintentional or inadvertent delay or omission in the reporting hereunder or any unintentional error in the amount or description of the Insured Property risk vessel conveyance or voyage or if the Insured Property be shipped by any other vessel if notice be given to Insurers as soon as practicable after such facts become known to the Insured and deficiency of premium if any made good.

This insurance shall not be affected by the failure of the Insured to comply with any of the warranties or conditions over which they have no control.

## **13. 清理残骸条款 (A) Removal of Debris Clause (A)**

除根据本保险可以获得的任何其他赔偿外，本保险扩展承保被保险人因下列事项所发生的合理且必要的费用和支出：

- (1) 清理和处理残骸；
- (2) 拆除、拆毁；
- (3) 加固、支撑；
- (4) 抛弃、销毁；
- (5) 运输工具发生火灾、意外事故后发生的转运和恢复费用。

但是，本保险不承保下列各项：

- (1) 由于或为了避免或减轻污染或沾染，或其任何威胁或责任而支付的任何费用；
- (2) 任何船舶或驳船之上未受损货物的卸载费用。

在任何情况下，保险人在本条款项下承担的赔偿责任应以受损货物价值的 10% 为限制，任一赔偿请求的最高责任限额为 500,000 美元。

This insurance is extended to cover in addition to any other amount recoverable under this insurance costs and expenses reasonably and necessarily incurred by the Insured in connection with:-

- a) removal and disposal of debris

- b) dismantling and/or demolishing
- c) shoring up and/or propping
- d) dumping and/or destroying
- e) transshipment and recovery charges consequent upon fire and/or accident to a conveyance

Excluding absolutely

- 1) any expenses incurred in consequence of or to avert or mitigate pollution or contamination or any threat or liability thereof
- 2) the cost of removal of cargo from any vessel or craft

In no case shall the insurers be liable under this clause for more than 10% of damaged cargo, maximum limit of indemnity USD500,000 any one claim.

#### **14、清理残骸条款 (B) Removal of Debris Clause (B)**

当保险标的发生保险事故受损时，除根据本保险可以获得的其他任何赔偿之外，本保险扩展承保被保险人清理和处理保险标的的或其任何部分的残余物质而支付的合理额外费用，**但本保险不承保以下项目：**

- (1) 由于或为了避免或减轻污染或沾染，或其任何威胁或责任而支付的任何费用；
- (2) 任何船舶或驳船之上未受损货物的卸载费用。

本条款提供的保障不计入本保险其它规定项下提供的保障，但以装运货物保险价值的 15% 为限。

在任何情况下，本条款的任何规定均不得解释为增加保险人在本保险其它规定项下所载明的责任限额。

This insurance is extended to cover, in addition to any other amount recoverable under this insurance, extra expenses reasonably incurred by the Assured for the removal and disposal of debris of the subject matter insured, or part thereof, by reason of damage thereto caused by an insured risk, but excluding absolutely:

- (1) any expenses incurred in consequence of or to prevent or mitigate pollution or contamination, or any threat or liability therefore;
- (2) the cost of removal of cargo from any vessel or craft.

The indemnity provided by this clause shall be in addition to the indemnity provided elsewhere herein but is limited to 15% of the insured value of the shipment.

In no case however shall this clause increase Underwriters' liability beyond the Limits or Liability expressed elsewhere herein.

#### **15、回运条款 Return Shipment Clause**

货物因拒收而无法向被保险人和/或收货人交付，因此或其他任何原因而回运时，保险人按本保单的规定承保保险标的在被保险人承担风险期间的风险，直至货物出售或通过其他方式处理。

Shipments upon which delivery to the Insured and/or consignee cannot be accomplished because of refusal of acceptance and which are returned for this or any other reason are held covered while at risk of the Insured until sold or otherwise disposed of subject to terms and Conditions of this cover.

## **16、7 天战争险取消条款 7 Days Cancellation Clause for war risks**

除下列规定外，被保险人或保险人不得解除本部分的内容：

对于任何时间发生的战争、罢工、暴乱、民众骚乱及恶意损害等，七天通知解除；对于除往返美国运输外的风险，罢工、暴乱、民众骚乱及恶意损害风险的解除为四十八个小时通知。所发出的通知不适用于在通知期限终止前已开始或申报的风险。

This section may not be cancelled either by the Insured or by Insurers except in respect of the following:

Seven days notice at any time in respect of War, Strikes, Riots, Civil Commotions and Malicious Damage etc; risks except in respect of sendings to or from United States of America, when Strikes, Riots, Civil Commotions and Malicious Damage etc risks will be subject to forty eight hours notice of cancellation. Notice if given not to apply to any risks which shall have commenced or been declared prior to termination of period of notice.

## **17、车辆装卸条款 Loading & Unloading on/off vehicles**

兹经双方理解并同意，自本保险生效后，本保险合同扩展承保保险标的在车辆装卸过程中的风险。被保险人保证，装卸作业应在专业监督下进行或由专业人士操作。

It is understood and agreed that, effective from inception, this policy is extended to cover loading and unloading on and off the carrying vehicles.

It is warranted that the loading and unloading operation should be under professional supervision or operated by professional party.

## **18、舱面险条款 On Deck Clause**

对于舱面装运的舱面货物或集装箱运输，本保险承保其抛弃的风险以及落海的损失。如有任何非集装箱的舱面运输，被保险人应视情形尽可能提前通知保险人，以便保险人能够安排检验，费用由保险人承担。

For interest shipped on-deck or container shipments in and/or over, cover includes the risk of jettison and loss overboard. Prior notification of uncontainerised on-deck shipments, if any, if at all possible in the circumstances, required in order to enable Insurers to arrange a survey at Insurers expense.

## **19、集装箱短量条款 Shortage From Containers**

对于集装箱装运的货物，如被保险人提供文件证据，证明货物装载到集装箱时的数量的，则被保险人提出的有关偷窃、短量和提货不着的索赔不因集装箱在装卸时铅封完好无损而无法获得赔偿。

In respect of shipments in containers, provided documentary evidence is produced to substantiate the quantity loaded into a container, the fact that the container's seal is intact at loading point or unloading point shall not invalidate claims for theft, pilferage, shortage and non-delivery.

## **20、合同到期保险费调整条款 Premium Adjustment Upon Expiry Clause**

兹经双方理解并同意，被保险人每年应向保险人申报实际装运货物的价值，保险费将据此进行调整。

除本条款上述规定外，本保险合同的其他规定均保持不变。

It is hereby agreed and understood that the actual shipments value should be subject to yearly declaration by the Insured to the Company with premium adjustment.

This clause is subject otherwise to the terms, conditions and exclusions of this Policy.

#### **21、保险人90天通知解除合同条款 90 Days Notice of Cancellation by Insurer**

兹经双方理解并同意，本保险合同根据被保险人的请求可在任何时间终止，保险人亦可在任何时间提前90天通知被保险人解除保险合同。在前述情形下，保险人有权按实际承保期间按日比例收取保险费。

It is agreed and understood that this Policy may be either terminated at any time at the request of the Insured or canceled at any time at the option of the Company by giving 90-Days prior notice to the Insured. In either of the above cases the Company shall retain a premium calculated on a daily pro-rata basis for the time the Policy has been in force.

#### **22、品牌和商标条款 Brand and Trademark Clause**

如果贴有品牌或商标的财产或以任何方式带有或暗含制造商或被保险人应当承担保证或责任的财产遭受损坏，则受损财产的残值应按以常用的方式去除前述所有品牌、商标或其他识别标志（费用由保险人承担）后的价值确定。被保险人对本保险合同项下任何损失涉及的所有货物享有全部所有权，并对所有受损货物保留控制权。在合理运用其决定权的情况下，仅被保险人有权决定，本保险合同项下发生的任何损失，所涉及的货物是否适合使用。如果被保险人认为货物不适合使用，则该货物不得出售或以其他方式进行处理。

In case of damage to property bearing a brand or trade mark, or which in any way carries or implies the guarantee or the responsibility of the manufacturer or Insured, the salvage value of such property shall be determined after removal in the customary manner (at the Insurer's expense) of all such brands or trade marks or other identifying characteristics. The insured shall have full right to the possession of all goods involved in any loss under this Policy and shall retain control of all damaged goods. The insured, exercising a reasonable discretion, shall be the sole judge as to whether the goods involved in any loss under this Policy are fit for consumption and no goods so deemed by the insured to be unfit for consumption shall be sold or other disposition of such goods.

#### **23、故意损坏条款—海关服务 Deliberate Damage – Customs Service**

本保险亦特别承保被保险人因海关工作人员在进行检验时或其他正当的政府机构替海关对被保险货物履行检验职责时对被保险货物造成的物质损失或损害。

This insurance is also specially to cover, physical loss of or damage to the goods insured arising out of the performance of inspection duties by Customs Service Agents or other duly constituted governmental agencies who are performing inspection duties of or for the Customs Service.

#### **24、空运重置条款 Replacement by Air Clause**

兹经双方同意，如保险标的遭受本保险合同责任范围内的灭失或损坏，被保险人认为有必要以空运方式进行重置的，则即使原托运货物不是以空运方式运输，保险人仍将支付因此发生的额外费用，但最高不超过货物保险金额的 15%（或其他等值货币）。

It is agreed that where there is loss or damage which is the subject of a claim hereunder and the Assured consider it necessary to forward replacements by Air, Underwriters will pay the extra costs so involved, subject to a maximum of 15% (or the equivalent in any other currency), notwithstanding that the original consignment was not dispatched by Air.

## **25、故意不当行为 Willful Misconduct Clause**

即使本保险另行约定或本保险合同适用的法律或惯例中有任何相反规定，本保险对在被保险人的董事、高级管理人员或任何可被视为能全权代表被保险人的其他人员未参与的情况下，因任何人的故意不当行为造成的灭失、损坏或费用承担赔偿责任。

Notwithstanding anything to the contrary contained elsewhere herein or in the law and practice to which this Policy is subject, this insurance shall not exclude loss damage or expense attributable to willful misconduct of any person or persons committed without the privity of the directors and/or officers or whoever is considered the alter ego of the Insured.

## **26、有人看守运输工具/船舶盗窃全赔条款 Full Theft on attended Vehicles/Vessels Clause**

即使本保险有任何相反规定，在遵循本保险其他规定的情形下，本保险合同扩展承保货物或其任何部分在正常运送过程中非因强行和暴力行为引起的盗窃所发生的丢失或损坏，保险人将赔偿被保险人遭受的前述损失或损坏，但不负责赔偿被保险货物在承运运输工具和/或被保险货物无人看守期间所发生的任何损失、损坏。

除本条款上述规定外，本保险合同的其他规定均保持不变。

Notwithstanding anything contained herein to the contrary and subject otherwise to its exclusions, limits and conditions, the Policy is extended to provide the full indemnity if the goods or any part thereof whilst in the normal course of transit shall be stolen or damaged by theft not consequence upon forcible and violent action, the Company will indemnify the Insured against such loss or damage, but excluding any loss of and/or damage to the insured goods while the carrying vehicle and/or the insured goods are left unattended.

This Clause is subject otherwise to the terms, conditions and exceptions of this Policy.

## **27、重新包装费用条款 Re-Packing Cost Clause**

本保险合同扩展承保被保险人在目的地重新整理或重置本保险合同承保的运送至该目的地的商品或货物的包装所发生的实际费用，但须符合下列各项条件：

- （1）包装的种类在通常情况下能够经受运送过程中的损坏风险；
- （2）包装在运送开始之时不存在任何损坏，具体以签发的清洁提单（发货人未出具保函）为证或被保

险人通过其他方式进行证明；

(3) 包装发生损坏系因承保风险所致；

(4) 根据下列情况，重新整理包装或重新包装存在实际的必要性：

I. 商品或货物将进行下一段运输过程，但原包装不能经受下一段运输过程中的承保风险；

II. 原包装上的痕迹显示内装货物或商品可能发生损坏，因此需要打开包装进行必要的测试和检验。

This policy is extended to indemnify the Assured for actual expenses incurred in the reconditioning of or the replacing of, at the destination, the package of goods and/or merchandise insured under this Policy during transit to such destination, provided that:

i. The type of package would normally withstand the transit without damage.

ii. Packing to be free from damage at inception of the transit as evidenced by issuance of a clean Bill of Lading (without a Letter of Indemnity having been given by the shipper); or otherwise proven by the Assured.

iii. Damage to packing is due to perils insured against.

iv. Reconditioning of package or re-packing is actually necessary, as per the following situation:

(a) The goods and/or merchandise is to be on the next course of transit while the original packing can not withstand the next transit against insured perils;

(b) Traces on original packing indicate possible damage to goods and/or merchandise inside hence require opening of packing to conduct necessary test and survey.

## 28、适航性认可条款 Seaworthiness Admitted Clause

被保险人和保险人兹承认船舶、驳船、运输工具的适航性。如果发生损失，即使该损失系归因于船舶所有人或其受雇人在被保险人未参与情况下的不法行为或不当行为而引起的，被保险人在本保险单项下获得赔偿的权利不受该事实影响。

The seaworthiness of the vessel, craft and/or conveyance as between the Insured and Insurer(s) is hereby admitted. In the event of loss, the Insured's right of recovery hereunder shall not be prejudiced by the fact that the loss may have been attributable to the wrongful act or misconduct of the shipowners, or their servants, committed without the privity of the Insured.

## 29、飞行器条款 Aircraft Clause

本保险合同中所用的“船舶”、“船只”、“适航”、或“船舶所有人”、“船只所有人”应视为亦包括“飞行器”、“适飞”、“飞行器所有人”。

Wherever the words "ship", "vessel", "seaworthiness", "ship owner", or "vessel owner" appear in this Policy, they are deemed to include also the words "aircraft", "airworthiness" and "aircraft owner".

## 30、集装箱货物条款 Containerized Cargo Clause

不论提单上有何指示，本保险合同承保甲板货、舱内货、集装箱货物或用其他形式装载，包括弃货和浪击落水造成的损失。当被保险货物积载于集装箱时，保险人和被保险人一致认可集装箱的适航性与适货性。

Shipments are covered hereunder irrespective of Bill of Lading instructions, on or under deck, containerized or otherwise and including jettison loss and washing overboard. Where Cargo, insured hereunder, is carried in Containers, it is agreed, as between the Assured and Underwriters, that the seaworthiness and/or cargo worthiness of the Container is hereby admitted.