

# 保险产品说明

保险条款名称	华泰财产保险有限公司多式货运经营人责任保险条款 (注册号: 5FF2022000210358)
保障范围	<p>SECTION A – FREIGHT LIABILITY</p> <p>1. Insuring Agreement</p> <p>The Insurer will indemnify the Insured for all sums for which the Insured becomes legally liable to pay as Compensation for Freight Property Damage, occurring within the Policy Territory during the Period of Insurance as a result of an Occurrence in connection with the Insured Services.</p> <p>2. Automatic Extensions for Section A</p> <p>Each of the following Extensions automatically applies unless otherwise stated in an endorsement. Each of the Extensions is subject to the Insuring Agreement and all other terms, exclusions, conditions and limits of this Policy unless otherwise stated. None of these extensions increases the Limit of Liability set out in Item 7(a) of the Schedule.</p> <p>2.1 Defence Costs</p> <p>The Insurer will pay to or on behalf of the Insured, Defence Costs to defend a claim for Compensation for Freight Property Damage covered under Insuring Agreement 1 of this Policy.</p> <p>2.2 General Average and Salvage</p>

The Insurer will pay to or on behalf of the Insured, the Insured's contribution to general average and/or salvage charges arising from an act of general average and/or salvage occurring during the Period of Insurance.

### 2.3 Removal of Debris and Clean Up Costs

The Insurer will pay to or on behalf of the Insured, up to an amount set out in Item 8(a) of the Schedule any one Occurrence, all necessary and reasonable expenses incurred by the Insured to clean, decontaminate, remove and dispose of damaged, deteriorated or contaminated Freight.

### 2.4 Restricted Freight

Notwithstanding Exclusion 6.26 (Restricted Freight), the Insurer will pay to or on behalf of the Insured, up to an amount set out in Item 8(b) of the Schedule any one Occurrence and in the aggregate, for any claim for Compensation for Freight Property Damage to Restricted Freight occurring within the Policy Territory during the Period of Insurance as a result of an Occurrence in connection with the Insured Services.

## 3. Optional Extensions for Section A

Cover under Optional Extensions for Section A is only applicable if so designated in Item 15 of the Schedule. Extension 3.1 is subject to the Insuring Agreement and all other terms, exclusions, conditions and limits of this Policy unless otherwise stated. Extension 3.1 does not increase the Limit of Liability set out in Item 7(a) of the Schedule.

### 3.1 Terrorism

The Insurer will pay to or on behalf of the Insured, up to an amount set out in Item 8(c) of the Schedule any one Occurrence, for Freight Property Damage caused by an Act of Terrorism.

Exclusion 6.31(b) (War and Terrorism) shall not apply to cover provided under this Extension but Exclusion 6.31 (a) shall still apply.

## SECTION B – PROFESSIONAL INDEMNITY

### 4. Insuring Agreement

The Insurer will pay to or on behalf of the Insured any Loss resulting from any Claim for civil liability arising out of any Wrongful Act committed during the conduct of the Insured Services, provided that such Claim is first made against the Insured during the Period of Insurance and reported to the Insurer no later than 30 days after the expiry of the Period of Insurance.

### 5. Automatic Extensions for Section B

Each of the following Extensions automatically applies unless otherwise stated in an endorsement. Each of the Extensions is subject to the Insuring Agreement and all other terms, exclusions, conditions and limits of this Policy unless otherwise stated. None of these Extensions increases the Limit of Liability set out in Item 7(b) of the Schedule.

#### 5.1 Defence Costs

The Insurer will pay to and on behalf of the Insured, Defence Costs to defend a Claim for Loss covered under Insuring Agreement 4 of this Policy.

#### 5.2 Legal Representation at Investigations

The Insurer agrees to pay to or on behalf of any Insured, up to an amount set out in Item 8(d) of the Schedule any one Investigation, Legal Representation Expenses for any Investigation first commenced against the Insured during the Period of Insurance.

For the purpose of cover under this Extension a Claim is not required.

#### 5.3 Emergency Defence Costs and Emergency Legal Representation Expenses

Notwithstanding Claims Condition 9.3 (Conduct of Proceedings), if it is not possible for the Insured to obtain the Insurer's written consent prior to the incurring of Emergency Defence Costs or Emergency Legal Representation Expenses, the Insurer will waive the prior written consent provided that the Insurers consent is sought within 7 days of such Emergency Defence Costs or Emergency Legal Representation Expenses being incurred.

The Insurer's maximum liability under this Extension 5.3 in respect of Emergency Defence Costs is 10% of the Limit of Liability specified in Item 7(b) of the Schedule any one Claim and in the aggregate.

The Insurer's maximum liability under this Extension 5.3 in

respect of Emergency Legal Representation Expenses is 10% of the Limit of Liability specified in Item 7(b) of the Schedule any one Investigation and in the aggregate.

For the purpose of cover under this Extension 5.3 in respect of Emergency Legal Representation Expenses a Claim is not required.

#### 5.4 Advancement of Defence Costs and Legal Representation Expenses

The Insurer shall advance any covered Defence Costs and covered Legal Representation Expenses within 30 days of receipt and approval of an invoice for such Defence Costs or Legal Representation Expenses.

Any advanced Defence Costs or Legal Representation Expenses shall be repaid to the Insurer in the event it is established that the Insured is not entitled to such Defence Costs or Legal Representation Expenses.

#### 5.5 Civil Fines, Penalties, Duties and Taxes

Notwithstanding Exclusion 6.21 (Penalties and Damages), the Insurer agrees to pay to or on behalf of the Insured any fines, penalties, customs duty, sales or excise tax or similar fiscal charges for breach of regulations directly relating to the transport of Freight except uninsurable under any applicable law, including the law of the jurisdiction in which such fines, penalties, customs duty, sales or excise tax or similar fiscal charges are imposed on the Insured and the governing law of this Policy.

The Insurer's maximum liability under this Extension 5.5 is the

	<p>amount set out in Item 8(e) any one Claim and in the aggregate.</p> <p>The Insurer will not be liable to make payment under this Policy where the Insured is not legally liable to the Customer or to any Authority or if the Insured is entitled to rely on an Approved Contract to avoid liability.</p> <p>5.6 Multiple Causes of Loss</p> <p>Where more than one cause contributes to Loss for which a Claim is made, the Insurer will indemnify the Insured for the liability the Insured incurs in respect of that part of the covered Loss which is covered irrespective of whether one or more of the other causes is excluded under the Policy.</p> <p>The Insurer and the Insured will use their best efforts to agree upon what is attributable to covered and uncovered causes. In the event of a dispute as to such attribution, it shall be resolved according to General Conditions 10.8 (Governing Law and Dispute Resolution).</p>
<p>保险期间</p>	<p>8.39. Period of Insurance means</p> <p>The period stated in Item 6 of the Schedule or such further period for which this Policy has been extended as agreed by the Insurer in writing and endorsed on to this Policy.</p>
<p>免除或减轻保险人责任条款</p> <p>(免除或减轻保险人责任条款以加黑加粗等方式提示于条款, 具体以条款为准, 请仔细阅读, 本保险产品说明仅</p>	<p><b>6. General Exclusions applicable to this Policy</b></p> <p><b>The Insurer will not be liable for any amounts payable under this Policy directly or indirectly caused by, arising out of or in any way connected with:</b></p> <p><b>6.1 Accounting Errors or Unexplained Disappearances or</b></p>

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## **Shortages**

any property owned by the Insured or in the Insured's care, custody or control as a result of accounting error or unexplained disappearances and/or shortages revealed only after stock take/taking of inventory.

### **6.2 Aircraft**

the ownership, operation or navigation of any Aircraft or hovercraft, other than in respect of Freight Property Damage sustained during the provision of Insured Services.

### **6.3 Asbestos**

asbestos or materials containing asbestos.

### **6.4 Assumed or Increased Liabilities**

(a) any actual or alleged liability assumed under any contract, agreement or understanding except to the extent that such liability would have attached to the Insured in the absence of such contract, agreement or understanding Exclusion 6.4(a) does not apply to any Approved Contracts.

(b) any increased liability arising from any declaration of any special instructions by the Customer beyond the limitations of liability according to the Approved Contracts.

### **6.5 Bodily Injury**

bodily injury, death, illness, disability, shock, fright, mental anguish or mental injury.

### **6.6 Cyber Attack**

any use or operation, as a means for inflicting harm, of any computer, Computer System, computer software programme,

**malicious code, Computer Virus or process or any other electronic system.**

**6.7 Dangerous goods**

**any dangerous goods except if the Insured ensures compliance with all relevant regulations issued by an Authority.**

**6.8 Dismantling, assembly, testing or fabrication**

**Any dismantling, assembly, testing or fabrication of Freight.**

**6.9 Dredging operations or dumping of spoil**

**any involvement in dredging operations or the dumping of spoil therefrom.**

**6.10 Excluded Freight**

**Bullion and Precious Metals, cash securities and/or other cash equivalents, counterfeit, illegal or pirated goods, goods which are excluded by law, regulations or statute of any jurisdiction to or through which the property is transported, precious jewelry, or precious stones.**

**6.11 Excluded Territories**

**Any Excluded Territories.**

**6.12 Financial Failure, Trading Debts & Insolvency**

**any:**

**(a) trading debt of the Insured;**

**(b) guarantee or other undertaking or obligation in respect of such debt, given by the Insured; or**



**(c) insolvency, liquidation, administration or receivership of an Insured.**

**6.13 Fraud, Dishonesty & Intentional Conduct**

**any Insured committing or condoning or allegedly committing or condoning any:**

- (a) dishonest, fraudulent, reckless or wilful act or omission; or**
- (b) malicious, criminal or intentional breach of the law; or**
- (c) cartel or other anti-competitive conduct, or gaining any profit or advantage to which the Insured is not legally entitled.**

**6.14 Fuel or Power**

**any absence, shortage or withholding of power or fuel.**

**6.15 Insurance**

**any liability arising directly from the failure to arrange insurance.**

**6.16 Labour**

**any absence, shortage or withholding of labour of any description resulting from strike, lockout, labour disturbance, riot or civil commotion.**

**6.17 Landfill, operation and/or use of dump site or disposal of waste**

**any operation or use of a dump site, land-fill operation or the disposing of waste.**

**6.18 Leased or Hired Property**

any property which is not owned by the Insured which is loaned, leased, hired or chartered by the Insured.

**6.19 Motor Vehicles**

any motor vehicle that is being moved on its own wheels or under its own power by the Insured or any person acting on the Insured's behalf.

**6.20 Mould**

any mould, moths, insects, rats or vermin.

**6.21 Penalties and Damages**

any punitive, exemplary, liquidated or aggravated damages or multiplication of compensatory damages, and any fines, duty, taxes and penalties except as provided for under Extension 5.5 (Civil Fines, Penalties, Duties and Taxes).

**6.22 Pollution**

Any Pollution or Pollutants in whatever form or quantity except this Exclusion 6.22 shall not apply to Freight Property Damage which:

- (a) arises from a sudden, identifiable, unintended and unexpected event from the standpoint of the Insured; and
- (b) which takes place in its entirety at a specific time and place.

**6.23 Port or Harbour Blockage**

any port or harbour blockage.

**6.24 Products Liability**

any goods manufactured, installed, treated, assembled or processed by or on behalf of the Insured.

**6.25 Radioactive Contamination, Chemical Biological, Bio-Chemical and Electromagnetic Weapons Exclusion**

(a) any ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; and

(b) any radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; and

(c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; and

(d) any radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. This Exclusion 6.25(d) does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes; and

(e) any chemical, biological, bio-chemical, or electromagnetic weapon.

**6.26 Restricted Freight**

Any Restricted Freight.

**6.27 Retroactive Date**

Any Freight Property Damage occurring or allegedly occurring, or any Wrongful Act committed or allegedly committed, prior to the Retroactive Date.

#### **6.28 Sanctions**

**Any claim against the Insured to the extent that the provision of any cover, or the payment of any claim or benefit hereunder would expose the Insurer, or its parent to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations or the trade and economic sanctions, laws or regulations of the People's Republic of China, the European Union, United Kingdom, or United States of America.**

#### **6.29 Temperature controlled goods**

**any temperature controlled goods and loss or damage caused by any variation in temperature unless the Insured attends to the following:**

- (a) instructs all Employees in the use of refrigeration equipment before entrusting them with such goods; and**
- (b) obtains written confirmation from the Customer or principal before acceptance of the goods of the temperature at which the goods have to be held, and the consignee notes the variation in the required temperature upon delivery; and**
- (c) services and maintains refrigeration equipment in accordance with the manufacturer's recommendations; and**
- (d) ensures that the refrigeration equipment is operational prior to each transit; and**
- (e) maintains written records of compliance with the above.**

#### **6.30 Vessel**

**the ownership, operation, management, navigation or chartering of any vessel.**

#### **6.31 War and Terrorism**

**(a) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government, public or local authority; or**

**(b) any Act of Terrorism or any acts to suppress or control any Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.**

#### **6.32 Wrongful Delivery**

**any wrongful delivery of Freight contrary to instructions to withhold delivery without receipt by the Insured of: (a) an exchange payment; (b) the relevant bill of lading or other document of title; or (c) a letter of indemnity issued by the Insured or its agent which the consignee and trade financier have signed.**

#### **6.33 MARINE CYBER EXCLUSION LMA5402**

**This clause shall be paramount and shall override anything in this insurance inconsistent therewith.**

**In no case shall this insurance cover any loss, damage, liability or expense directly or indirectly caused by, contributed to by or arising from:**

**(a) the failure, error or malfunction of any computer, computer system, computer software programme, code, or process or any other electronic system, or**

**(b) the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.**

#### **6.34 COMMUNICABLE DISEASE EXCLUSION CLAUSE**

**Notwithstanding and superseding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum whatsoever, directly or indirectly arising out of, or in any way attributable or related to, connected with or contributing concurrently or in any sequence with:**

- (a) a Communicable Disease; or**
- (b) the fear or threat (whether actual or perceived) of a Communicable Disease.**

**For the purposes of this exclusion, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:**

- (a) for a Communicable Disease, or**
- (b) any Insured Location or Property Insured that is or may be affected either directly or indirectly by a Communicable Disease.**

**As used in this Policy, a Communicable Disease means any:**

- (a) physical distress, illness, or disease caused or transmitted directly or indirectly by any virus, bacterium, parasite, fungus or other organism or any variation thereof, whether deemed living or not, and regardless of the means of transmission or whether it was discovered at the Insured Location, or whether it was, or is, occurring at the Insured Location, or in respect of which there is an occurrence or an outbreak elsewhere; or**
- (b) any virus, bacterium, parasite, or other organism or any variation thereof, whether deemed living or not which causes, or is likely and/or expected to cause, physical distress, illness or disease; or**  
**reof, whether deemed living or not which causes, or is likely and/or expected to cause, physical distress, illness or disease; or**
- (c) any disease which is a quarantinable disease or a listed human disease under Law of the People's Republic of China on the Prevention and Treatment of Infectious Diseases, as may be**

amended from time to time and any replacement, successor or functionally similar legislation of China irrespective of whether it was discovered at the Insured Location, or was, or is, occurring at the Insured Location or in respect of which there is an occurrence or outbreak elsewhere; or

(d) any mutation of the illnesses, diseases or organisms described in this clauses.

This Exclusion applies to all coverage extensions, additional coverages, exceptions.

## **7. Specific Exclusions applicable to Section B**

The Insurer will not be liable for any amounts payable under Section B of this Policy directly or indirectly caused by, arising out of or in any way connected with:

### **7.1 Intellectual Property**

any actual or alleged infringement of any intellectual property right, whether registered, registrable or otherwise, including but not limited to trade secret, copyright, trade mark, service mark, patent and petty patent.

### **7.2 Licencing Investigations**

any investigation, examination, inquiry or prosecution relating to the Insured failing to be properly licenced, registered or accredited to provide Insured Services as required by any law or regulation including industry codes or practice.

### **7.3 Managerial Liability**

any actual or alleged breach by an Insured of a duty owed in the

	<p><b>capacity of a director, secretary, trustee or officer.</b></p> <p><b>7.4 Prior Matters</b></p> <p><b>any:</b></p> <p><b>(a) Claim first made or Investigation first commenced before the Period of Insurance or which is a Claim first made or Investigation first commenced before the Period of Insurance; or</b></p> <p><b>(b) matter notified in whole or in part to the Insurer or any other insurer before the Period of Insurance; or</b></p> <p><b>(c) Circumstance which was known to or ought reasonably to have been known to the Insured prior to the commencement of the Period of Insurance.</b></p> <p><b>7.5 Related Persons &amp; Entities</b></p> <p><b>Any Claim brought by or maintained by or on behalf of:</b></p> <p><b>(a) any Insured or parent company of any Insured; or</b></p> <p><b>(b) any entity within the same group of companies as the Insured; or</b></p> <p><b>(c) any person or entity who at the time of the Wrongful Act giving rise to the Claim is a relative of any Insured or controlled by a relative of any Insured.</b></p>
<p>退保条件标准和 退保流程时限</p>	<p><b>10.2 Cancellation</b></p> <p><b>(a) Only the Policyholder set out in Item 3 of the Schedule may cancel this Policy by giving 30 days written notice to the Insurer. If there are no matters notified to the Insurer under this Policy, the Insurer will allow a refund of unearned premium calculated in accordance with its customary short-term rates.</b></p> <p><b>(b) The Insurer may cancel this Policy by giving 30 days written notice to the Insured. If there are no claims made under this Policy,</b></p>



	<p>and no Claims or Circumstances were notified to the Insurer under this Policy, the Insurer will allow a refund of unearned premium calculated in proportion to the unexpired time on risk but such refund will never be greater than 75% of the premium.</p>
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