

协会航空运输保险（一切险）（邮递运输除外）

1. 本保险承保保险标的物毁损或灭失之一切危险；但下列第 2.3 和 4 条之危险条款规定除外。

除外事项一般除外条款

2. 本保险无论如何不承保下列事项：
- 2.1 归因于被保险人之故意不当行为所致之毁损灭失或费用。
 - 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 由于保险标的物之包装或配置不固或不当所致之毁损，灭失或费用（本条款 2.3 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者为限）。
 - 2.4 由于保险标的物之内在瑕疵或本质所致之毁损灭失或费用。
 - 2.5 由于飞机装运的集装箱或货箱不适合安全装运被保货物且被保险人在装运时知道这些不适之处所致的被保货物毁损及灭失和引起的费用。
 - 2.6 直接由于迟延所致之毁损、灭失或费用，即使此项迟延系因承保危险所致者。
 - 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毁损灭失和引起的费用。
 - 2.8 由于使用核子分裂或融合或其他类似反应或放射能，放射性物质之武器所引起毁损灭失或费用。
3. 本保险不承保下列事项所致之毁损灭失或费用。战争除外
- 3.1 战争、内战、革命、叛乱、颠覆或因而引起之内乱，或来自交战国或其对抗条款之敌对行为。
 - 3.2 捕获、扣押、拘管、禁止或扣留（海盗除外）及其结果，或任何此项之企图。
 - 3.3 遗弃之水雷、鱼雷、炸弹或其他兵器。
4. 本保险不承保下列事项所致之毁损灭失或费用。罢工除外
- 4.1 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者。条款
 - 4.2 因罢工、停工、劳工骚扰、暴动或内乱所产生者。
 - 4.3 由于任何恐怖份子或因政治动机之行为所致者。

保险期间

5.5.1 本保险自货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，经正常运送条款之运送过程，以迄下述之一时为止。

- 5.1.1 交付与本保险单所载目的地收货人所属或其他最终之仓库或储存处所。
- 5.1.2 交付与本保险单所载目的地或其他由被保险人选择使用的任何之最终之仓库或储存处所；
 - 5.1.2.1 正常运送过程以外之储存；或
 - 5.1.2.2 货物之分配或分发；或
 - 5.1.2.3 被保险货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孰先发生者为准。

5.2 如被保险货物自飞机于最终卸货机场卸载完毕后，而在本保险尚未终止时，欲再运往本保险单所载以外之其他目的地时，本保险之效力，除仍受前述保险终止约定之限制外，应于该项货物开始再运往其他目的地时终止。

5.3 本保险对于非由被保险人所能控制之迟延、偏航、被迫卸货、重运或转机，以及依据运送契约授权飞机承运人或飞机租用人自由载量而产生之任何危险变更之期间内继续有效（但仍受上述终止之约定，及以下第 6 条之限制）。

6. 在被保险人无法控制情况下，运送契约在原订目的机场以外之机场或地点终止，运送

契约或因其他缘故在货物未能如前述第 5 条之约定交货前该运送即告终止时，则本终止条款保险亦同时终止，倘若保险人立即接获通知并被要求继续保险效力，并于必要时加收保险费，则本保险仍得有效，以迄下列情形之一者为止。

6.1 货物已在该机场或该地出售并交付，又如无其他特别之约定，则以被保险货物到达该机场或该地届满 30 天，二者以孰先发生者为准。

6.2 如货物在上述 30 天内（或在任何协议延长之期间内）运往本保险所订其他目的地时，本保险之效力依上述第 5 条之约定终止。

7. 本保险生效后，如被保险人变更目的地，应立即通知保险人，使本保险继续有效，航程变更但须另行洽定保险费及条件。

条款理赔

8.8.1 被保险人在损害发生时，须对被保险标的物具有保险利益，始能要求本保险保险利益之赔偿。条款

8.2 依上述 8.1 之约定，被保险人对保险期间内所发生之被保物之损害，有权利要求赔偿，即使损害发生于保险契约签订之前亦同，但被保险人知道损害已经发生而保险人不知者，则不在此限。

9. 由于本保险所承保危险之发生，致使被保险航程在本保单所载明以外之机场或地点转运费用终止时，被保险人因卸货、储存及转运被保险标的物至保单所载明目的地，其所支出条款之适当而合理之一切额外费用，保险人同意予以补偿。本条款不适用于共同海损或救助费用，除仍须受上述 2.3.4. 除外条款。

10. 除非被保险标的之实际全损显已无法避免，或其回复、整修及运送原承保目的地之费推定全损用，势将超过其抵达后之价值而经合理委付者，被保险人不得以推定全损请求赔偿。条款

11.1 假如被保险要求在被保险货物上生效一个增加价值的保险，在此经认可的货物价值增值保险将被认为在本保险项下被增加到总的投保金额中去，在本保险项下所有增加价值的保条款险所承保的损失和责任将和投保金额成一定的比例，由这样一个总的投保的金额来承担。在理赔事件中，被保险人应提供给承保人所有其它项下的投保的总计金额的证据。

11.2 在这种增加价值的保险应适用下列条款：

经认可的货物价值将被表示成等于最初保险项下的总的投保金额加上被保险人要求承保对货物的损失和影响所有增加的价值，同时将以保险金额的一定比例计算成这种一个总的投保金额。在理赔事件中，被保险人应提供承保人所有其它项下的投保的总计金额的证据。

保险利益

12. 运送人或其他受托人不得享用本保险之利益。不受益条款损害之减轻

13. 被保险人及其受雇人及代理人对本保险之可赔损害，应尽下列义务。被保险人：

12.1 应采取避免或减轻上述损害之适当措施。义务条款及

12.2 对于运送人、受托人或其他第三者之一切对抗权利应予适当保留及行使。保险人同意除本保险可得之任何损害赔偿外，对于被保险人为履行上述义务所作适当，合理支出之一切费用另予补偿。

14. 被保险人或保险人为救助、保护或恢复保险标的所采取之措施，不得视为对委付之放弃条款放弃或承诺，或影响任何一方当事人之权益。

迟延之避免

15. 被保险人在其所能控制之一切情况下应作合理而迅速之处理，为本保险之必要条件。合理处置条款

法律及惯例

16. 本保险以英国法律及惯例为依据。法律及惯例条款

注意：当被保险人知悉本保险「暂予承保」之情况发生时，应立即通知保险人，然此项保险之权利，系于被保险人上述通知义务之履行。

INSTITUTE CARGO CLAUSES (AIR)

RISKS COVERED

Risks Clause

1. This insurance covers all risks of loss of or damage to the subject-matter insured except as provided in Clauses 2, 3 and 4 below.

EXCLUSIONS

General Exclusions Clause

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 of 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 the subject-matter insured

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 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 delay be caused 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 use of any weapon of war employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter.

War Exclusion Clause

3. In no case shall this insurance cover loss damage or expense caused by

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

3.2 capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat

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

Strikes Exclusion Clause

4. In no case shall this insurance cover loss damage or expense

4.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions

4.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions

4.3 caused by any terrorist or any person acting from a political motive.

DURATION

Transit Clause

5.1 This 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

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

5.1.2 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

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

5.1.2.2 for allocation or distribution or

5.1.3 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.

5.2 If, after unloading from the aircraft at the final place of discharge, but prior 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.

5.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 6 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to the air carriers under the contract of carriage.

Termination of Contract of Carriage Clause

6. 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 5 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

6.1 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

6.2 if the subject-matter is forwarded within the said period of 30 days for any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 5 above.

Change of Transit Clause

7. 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

Insurable Interest Clause

8.1 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

8.2 Subject to 8.1 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.

Forwarding Charges Clause

9. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder.

This Clause 9, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 2, 3 and 4 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.

Constructive Total Loss Clause

10. No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival.

Increased Value Clause

11 11.1 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.

11.2 Where this insurance is on Increased Value the following clause shall apply:

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

Not to Inure Clause

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

MINIMISING LOSSES

Duty of Assured Clause

13. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder

13.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and

13.2 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.

Waiver Clause

14. 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

Reasonable Despatch Clause

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

LAW AND PRACTICE

English Law and practice Clause

16. 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.

协会航空运输保险（一切险）（邮递运输除外）附加条款

01 保险协会船级条款

02 协会重置条款

03 保险协会核辐射污染除外扩展条款

04 协会化学武器、生物武器、生化武器、电磁武器及计算机攻击除外条款

05 运输终止条款（恐怖行为）

01——保险协会船级条款

本海洋货物运输保险项下之保险费率只针对具有机械自航能力的钢结构船舶所运载的投保货物或利益。本保险使用的船舶需经下列船级社定级。

英国劳合社	100 A1 或 B.S
美国船舶局	+ A1
Bureau Veritus	1 3/3E+
德国劳依德船级社	+100 A4
韩国船级社	+KRS1
日本船级社	NS*
挪威船级社	+1A1
意大利船级社	100A1.1. Nav. L
俄罗斯船级社	KM
波兰船级社	*KM
中国船级社	ZC

提供的船舶系

- a). (i) 非大宗大量的或超过计划 10 年的组合运载工具
(ii) 不超过 50,000GRT 的不超过 10 年船龄的矿产油轮
- b). (i) 不超过 15 年的船舶或
(ii) 超过 15 年但不超过 25 年的和已经建立并保持定期向客户公告航行计划的在指定港装卸的船舶

包租船舶合 1000GRT 以下的，被上述船级社定级的具有机械自航能力的钢结构船舶和不超过上述规定年限的船舶

保险协会船级条款的要求不适用于在港口范围内用于装卸的任何小艇，木筏和驳船

如投保货物或利益使用事由不在上述范围内的具有机械自航能力的船舶运载时，被保险人仍可以投保，但保险费和条款需另行和保险人制定。

INSTITUTE CLASSIFICATION CLAUSE

The marine transit rates agreed for this insurance apply only to cargoes and/or interests carried by mechanically self-propelled vessels of steel construction classed as below by one of the following classification societies.

Class without any modification:

Lloyd's Register	..	100 A1 or B.S.
American Bureau		
of Shipping	..	+ A1
Bureau Veritas	1 3/3 E D

Germanischer Lloyd .. + 100 A4
 Korean Register
 of Shipping .. + KRS1 } Class without any modification
 Nippon Kaiji Kyokai .. NS*
 Norske Veritas +1A1
 Registro Italiano .. 100A 1.1. Nav.L
 Register of Shipping of
 the U. S. S. R. KM
 Polish Register of
 Shipping * KM
 PROVIDED SUCH VESSELS ARE
 a) (i) not bulk and/or combination carriers over 10 years of age.
 (ii) not mineral oil tankers exceeding 50,000 GRT which are over 10 years
 of age.
 b) (i) not over 15 years of age, OR
 (ii) over 15 years of age but not over 25 years of age and have established
 and
 maintained a regular pattern of trading on an advertised schedule to load
 and
 unload at specified ports

Chartered vessels and also vessels under 1000 G.R.T which are mechanically self-propelled and of steel construction must be classed as above and not over the age limitations specified above.

The requirements of the institute classification clause do not apply to any craft raft or lighter used to load or unload the vessel whilst they are within the port area.

Cargoes and/or interests carried by mechanically self-propelled vessels not falling within the scope of the above are held covered subject to a premium and on conditions to be agreed.

CL. 354 sold by withby & Co., Ltd LONDON

02——协会重置条款

如保险设备的单个或多个部件发生保险单责任范围内的损失，保险人的赔偿责任仅限于保险设备的单个或多个部件的重置或修理费用附加可能发生的运输和重新安装费用。另外，除非保险金额是保险货物的完税价，否则保险人不负责关税的赔偿责任，但由于保险货物损失而产生的额外关税，保险人负责赔偿。

无论何种情况，在本条款下保险人的赔偿责任不超过保险设备的保险价值。

Institute Replacement Clause

In the event of loss of or damage to any part or parts of an insured machine caused by a peril covered by the Policy the sum recoverable shall not exceed the cost of replacement or repair of such part or parts plus charges for forwarding and refitting, if incurred, but excluding duty unless the full duty is included in the amount insured, in which case loss, if any, sustained by payment of additional duty shall also be recoverable.

Provided always that in no case shall the liability of Underwriters exceed the

insured value of the complete machine.

03——保险协会核辐射污染除外扩展条款

本条款应是最重要的并且高于其他一切情况的,包括任何在与本保险中不一致的地方:

1. 本保险不能保障由下列几种货损责任或由此所造成的直接的或间接的费用或给予补偿。

1.1 产生辐射的污染或受到任何核燃料,核废料或燃烧的核废料的辐射污染所致的损失。

1.2 放射性,有毒的爆炸物或其他危险的财产,任何核装置,核反应堆及其核组件或元件的财产污染所致的损失。

1.3 战争中使用的任何原子,核裂变或熔解及其类似反应的辐射力和物质等所有武器或装置所致的污染所致的损失。

1.4 放射性,有毒的爆炸物或其他危险的财产,任何放射性污染财产所致的损失。但是,除核燃料以外的放射性同位素被用于商业、农业、医学、科研或其他类似的和平用途时,本条除外条款不适用。

INSTITUTE EXTENDED RADIOACTIVE CONTAMINATION

EXCLUSION CLAUSE

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

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof

1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause 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.

04——协会化学武器、生物武器、生化武器、电磁武器及计算机攻击除外条款

本条款应是最重要的并且高于其他一切情况的,包括任何在与本保险中不一致的地方:

1. 本保险不能保障由下列几种货损责任或由此所造成的直接的或间接的费用或给予补偿:

由于使用任何化学武器、生物武器、生化武器或电磁武器;

以造成损害为目的的使用、操作任何计算机、计算机系统、计算机软件、计算机病毒或程序或其它电子系统。

INSTITUTE CHEMICAL, BIOLOGICAL, BIO-CHEMICAL, ELECTROMAGNETIC WEAPONS AND CYBER
ATTACK EXCLUSION CLAUSE

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

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
 - 1.1 any chemical, biological, bio-chemical or electromagnetic weapon
 - 1.2 the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, computer virus or process or any other electronic system.

05——运输终止条款（恐怖行为）

本条款应被视为首要条款，并且其效力高于本保险中任何与其不一致的内容。

- 1、尽管本运输中止条款可能与本保单或本保单条款中所包含的内容相抵触，双方同意，本保单项下的被保货物因任何恐怖分子或任何人出于政治动机之行为造成损失，保险人承担保险责任应以该被保货物处于正常运输过程为前提条件，并且无论如何保险责任应当在发生下列情形之一时终止：
 - 1.1 根据保单中运输条款的约定，或
 - 1.2 于交付予本保单所载目的地收货人所属或其他最终之仓库或存储处所时，
 - 1.3 于交付予本保单所载目的地时或其之前途中之任何其他仓库或存储处所而由被保险人用为正常运送过程以外之储存，或货物之分配或分发，或
 - 1.4 对于海洋运输，被保货物自货轮于最终卸货港卸载完毕之日起届满 60 天，
 - 1.5 对于航空运输，被保货物自飞机于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孰先发生者为准。
- 2、若所指保单或条款明确约定承保自上述储存处所或目的地出发的内陆运输或其他后续运输，则上述保险将重新生效，并在正常运输过程中持续有效，且将根据第 1 条所述情形再次终止。
- 3、本条款以英国法律及惯例为依据。
保险人有权提前 14 天取消以上恐怖行为保障。

TERMINATION OF TRANSIT CLAUSE (TERRORISM)

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

- 1 Withstanding any provision to the contrary contained in this Policy or the Clauses referred to therein, it is agreed that in so far as this Policy covers loss of or damage to the subject-matter insured caused by any terrorist or any person acting from a political motive, such cover is conditional upon the subject-matter insured being in the ordinary course of transit and, in any event, SHALL TERMINATE: **either**
 - 1.1 As per the transit clauses contained within the Policy, **or**
 - 1.2 on delivery to the Consignee's or other final warehouse or place of storage at the destination named herein,
 - 1.3 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use

either for storage other than in the ordinary course of transit or for allocation or distribution, **or**

1.4 in respect of marine transits, on the expiry of 60 days after completion of discharge overseas of the goods hereby insured from the overseas vessel at the final port of discharge,

1.5 in respect of air transits, 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.

2 If this Policy or the Clauses referred to therein specifically provide cover for inland or other further transits following on from storage, or termination as provided for above, cover will re-attach, and continues during the ordinary course of that transit terminating again in accordance with clause **1** .

3 This clause is subject to English law and practice.

Terrorism cover subject to 14 day' s cancellation at any time.