

鼎和财产保险股份有限公司

海洋运输货物保险附加条款

货物运输罢工险条款

一、责任范围

在保险单注明承保罢工险时，本保险对被保险货物由于罢工者，被迫停工工人或参加工潮、暴动、民动、民众斗争的人员的行动，或任何人的恶意行为所造成的直接损失和上述行为或行为所一起的共同海损、牺牲、分摊和救助费用负赔偿责任。

二、除外责任

本保险对下列各项不负赔偿责任：

在罢工期间由于劳动力短缺或不能运用所致的保险货物的损失，包括因此而引起的动力或燃料缺乏使冷藏机停止工作所致的冷藏货物的损失。

注：本条款系各种货物运输保险条款的附加条款。本条款与各种货物运输保险条款中的任何条文有抵触时，以本条款为准。

CARGO STRIKE CLAUSE

I. Scope of Cover

Where the Cover against the Risks of Strikes is incorporated herein as indicated, this Policy undertakes to indemnify for:

1. Loss of or damage to the goods hereby insured directly caused by acts of strikers, locked out workmen or persons taking part in labor disturbances, riots or civil commotions or by malicious acts of any person or persons whomsoever;
2. Sacrifice in and contribution to General Average and Salvage Charges arising from the acts as stated in 1. above.

II. Exclusions

This Policy does not cover loss of or damage to the insured goods arising from the absence or shortage of or incapability to employ labor during the time of strikes including damage to refrigerated goods attributed to the stoppage of refrigerating machinery caused by lack of power or fuel arising from the above.

Note:

This Clause is an additional clause to different sets of Cargo Transportation Clause. In case of conflict between this Clause and any clauses in the different sets of Cargo Transportation Clauses, this Clause shall prevail.

偷窃、提货不着险条款

本保险对被保险货物遭受下列损失，按保险价值负责赔偿：

- 1、偷窃行为所致的损失；
- 2、整件提货不着；
- 3、根据运输契约规定船东和其他责任方免除赔偿的部分。

被保险人必须及时提货，遇有第 1 项所列的损失，必须在提货后十日内申请检验；遇有第 2 项损失，必须向责任方取得整件提货不着的证明，否则，本公司不负赔偿责任。

本公司有权收回被保险人向船东或其他有关责任方面追偿到的任何赔款，但其金额以不超过本公司支付的赔款为限。

THEFT, PILFERAGE & NON-DELIVERY CLAUSES (INSURED VALUE)

To cover loss of or damage to the insured goods on the insured value caused by:

1. Theft and/or pilferage;
2. Non-Delivery of entire package;
3. Loss or damage for which the liability of the Shipowner or other party concerned is exempted by the Contract of Carriage.

The Insured shall take delivery in good time and no claim shall be admitted unless survey shall have been applied for within 10 days after taking delivery in case of theft and/or pilferage and the Certificate of non-delivery obtained from the party concerned in case of non-delivery of entire package.

This Company is entitled to any amount recovered from the Shipowner or other parties concerned in respect of such losses up to the amount paid by this Company in respect of the loss.

淡水雨淋险条款

本保险对被保险货物因直接遭受雨淋或淡水所致的损失负责赔偿。但包装外部应有雨水或淡水痕迹或有其他适当证明。被保险人必须及时提货，并在提货后十天内申请检验，否则，本公司不负赔偿责任。

FRESH WATER &/OR RAIN DAMAGE CLAUSE

This insurance covers loss of or damage to the insured goods directly caused by rain and/or fresh water, but no claim shall be admitted unless packages show external sign of such damage to contents or other appropriate evidence is provided and the Insured take delivery in good time and apply for survey within 10 days after taking delivery.

短量险条款

本保险对被保险货物在运输过程中，因外包装破裂或散装货物发生数量散失和实际重量短缺的损失负责赔偿，但正常的途耗除外。

SHORTAGE CLAUSE

To cover risk of shortage occurring during the course of transit due to breakage of outer packing, or loss of quantity and actual shortage in weight in the case of bulk cargo, but excluding ullage.

混杂、沾污险条款

本保险对被保险货物在运输过程中，因混杂、沾污所致的损失，负责赔偿。

INTERMIXTURE & CONTAMINATION CLAUSE

To cover risks of intermixture and contamination occurring during the course of transit.

渗漏险条款

本保险对被保险货物在运输过程中，因容器损坏而引起的渗漏损失，或用液体储藏的货物因液体的渗漏而引起的货物腐败等损失，负责赔偿。

LEAKAGE CLAUSE

To cover risk of leakage occurring during the course of transit caused by damage to the container, or deterioration of the insured goods resulting from leakage of liquid in which the insured goods are stored.

碰损、破碎险条款

本保险对被保险货物在运输过程中因震动、碰撞、受压造成的破碎和碰撞损失，负责赔偿。

CLASH & BREAKAGE CLAUSE

To cover risks of breakage and clash occurring during the course of transit caused by shock, collision or press of the insured goods.

串味险条款

本保险对被保险食用物品、中药材、化妆品原料等货物在运输过程中，因受其他物品的影响而引起的串味损失，负责赔偿。

TAINT OF ODOUR CLAUSE

To cover risk of taint of the insured edibles, Chinese medicine, toilet material etc. occurring during the course of transit effected by other goods.

受潮受热险条款

本保险对被保险货物在运输过程中因气温突然变化或由于船上通风设备失灵致使船舱内水气凝结、发潮或发热所造成的损失，负责赔偿。

SWEAT & HEATING CLAUSE

To cover risks of sweat, heating and wetting occurring during the course of transit arising from sudden change of temperature or breakdown of ventilation of the carrying vessel.

钩损险条款

本保险对被保险货物在装卸过程中因遭受钩损而引起的损失，以及对包装进行修补或调换所支付的费用，均负责赔偿。

HOOK DAMAGE CLAUSE

To cover hook damage to the insured goods occurring during loading or unloading including expenses of reconditioning or change of packing, if any.

包装破裂险条款

本保险对被保险货物，在运输过程中因搬运或装卸不慎，包装破裂所造成的损失，以及为继续运输安全所需要对包装进行修补或调换所支付的费用，均负责赔偿。

BREAKAGE OF PACKING CLAUSE

To cover loss or damage occurring during the course of transit caused by breakage of packing resulting from rough handling, loading and unloading including expenses of reconditioning and change of package (s), if any, for the safe prosecution of transportation.

锈损险条款

本保险对被保险货物在运输过程中发生的锈损，负责赔偿。

RUST CLAUSE

To cover risk of rust occurring during the course of transit.

易腐货物条款

本保险对所保货物因市场变动所致的损失或由于延迟（不论是否由于所保危险或其他原因所致）而引起的损失或腐败，概不负责。

PERISHABLE GOODS CLAUSE

Warranted free of any claim for loss of market or loss, damage or deterioration arising from delay whether caused by a peril insured against or otherwise.

交货不到条款

本保险自货物装上船舶时开始，不论由于任何原因，如货物不能在预定抵达目的地的日期起六个月以内交讫，本公司同意按全损予以赔付，但该货物之全部权益应转移给本公司。被保险人保证已获得一切许可证。所有运输险及战争险项下应予负责的损失，概不包括在本条款责任范围之内。

FAILURE TO DELIVER CLAUSE

This Company agrees to pay a total loss subject to full rights of subrogation in case the insured goods, once loaded on board the sea-going vessel, fail to be delivered at destination within 6 months of scheduled arrived date from howsoever cause.

Warranted all licenses obtained.

Excluding losses and damages recoverable under the Ocean Marine Cargo Clauses and Ocean Marine Cargo War Risk Clauses.

舱面货物条款

本保险对被保险货物存放舱面时，除按本保险单所载条款负责外，还包括被抛弃或风浪冲击落水在内。

ON DECK CLAUSE

In case the insured goods are shipped on deck, this insurance shall extend to cover the risks of jettison and/or washing overboard.

黄曲霉毒素险条款

本保险对被保险货物，在保险责任有效期内，在进口港或进口地经当地卫生当局检验证明，因含有黄曲霉毒素，并且超过了进口国对该毒素的限制标准，必须拒绝进口、没收或强制改变用途时，本公司按照被拒绝进口或被没收部分货物的保险价值或改变用途所造成的损失，负责赔偿。

如发生本条款项下的损失，被保险人同意，在本公司需要时应尽力处理拒绝进口或强制改变用途的货物，或申请仲裁。

本条款不负责由于其他原因所致的被有关当局拒绝进口或没收或强制改变用途的货物的损失。

AFLATOXIN CLAUSE

In the event that the cargo covered by this Policy/Certificate is rejected or confiscated or the original purpose thereof for which it is intended is compulsorily altered whilst this insurance is enforced by reason of the existence of aflatoxin to an extent exceeding the limit sanctioned by the importing country as evidenced by the inspection by the local Health Authorities at the port or place of import, this Company shall be liable to pay the insured value of the portion so rejected or confiscated or the loss arising from the alteration of the original purpose for which the cargo is intended.

In case of loss falling under this Clause, the Insured agrees, when required by this Company, to make his best efforts to dispose of the cargo rejected or affected by the compulsory alteration of the original purpose for which it is intended or to apply for arbitration.

This Company shall not be liable for any loss arising from the rejection or confiscation or

compulsory alteration of the original purpose for which the cargo is intended by the Authorities concerned due to causes other than the existence of aflatoxin.

海洋货物运输战争险条款

一、责任范围

本保险负责赔偿：

- (一) 直接由于战争、类似战争行为和敌对行为、武装冲突或海盗行为所致的损失。
- (二) 由于上述第(一)款引起的捕获、拘留、扣留、禁制、扣押所造成的损失。
- (三) 各种常规武器，包括水雷、鱼雷、炸弹所致的损失。
- (四) 本条款责任范围引起的共同海损的牺牲、分摊和救助费用。

二、除外责任

本保险对下列各项，不负赔偿责任：

- (一) 由于敌对行为使用原子或热核制造的武器所致的损失和费用。
- (二) 根据执政者、当权者、或其他武装集团的扣押、拘留引起的承保航程的丧失和挫折而提出的任何索赔。

三、责任起讫

(一) 本保险责任自被保险货物装上保险单所载起运港的海轮或驳船时开始，到卸离保险单所载明的目的港的海轮或驳船时为止。如果被保险货物不卸离海轮或驳船，本保险责任最长期限以海轮到达目的港的当日午夜起算满十五天为限，海轮到达上述目的港是指海轮在该港区内一个泊位或地点抛锚、停泊或系缆，如果没有这种泊位或地点，则指海轮在原卸货港或地点或附近第一次抛锚、停泊或系缆。

(二) 如在中途港转船，不论货物在当地卸载与否，保险责任以海轮到达该港或卸货地点的当日午夜起算满十五天为止，俟再装上续运海轮时恢复有效。

(三) 如运输契约在保险单所载明目的地以外的地点终止时，该地即视为本保险目的地，仍照前述第(一)款的规定终止责任，如需运往原目的地或其他目的地时，在被保险人于续运前通知保险人并加缴保险费的情况下，可自装上续运的海轮时重新有效。

(四) 如运输发生绕道、改变航程或承运人运用运输契约赋予的权限所作的任何航海上的改变，在被保险人及时将获知情况通知保险人，在必要时加缴保险费的情况下，本保险仍继续有效。

注：本条款系海洋运输货物保险条款的附加条款，本条款与海洋运输货物保险条款中的任何条文有抵触时，均以本条款为准。

OCEAN MARINE CARGO WAR RISKS CLAUSES

I . Scope of Cover

This insurance covers:

1. Loss of or damage to the insured goods caused directly by or consequent upon war, warlike operations, hostile acts, armed conflicts or piracy;
2. Loss or damage caused by capture, seizure, arrest, restraint or detainment arising from the events in Section I . 1. above.
3. Loss or damage caused by conventional weapons of war including mines, torpedoes and bombs.
4. Sacrifice in and contribution to General Average and Salvage Charges arising from the risks covered hereunder.

II . Exclusions

This insurance does not cover:

1. Loss, damage or expenses arising from any hostile use of atomic or nuclear weapons of war.

2. Any claim based upon loss of, or frustration of, the insured voyage caused by arrest, restraint or detainment by any executive authorities, authorities in power or any other armed groups.

III. Commencement and Termination

1. This insurance shall attach from the time the insured goods are loaded on the seagoing vessel or lighter at the port of shipment named in the Policy until discharged overside from the seagoing vessel or lighter at the port of destination named in the Policy. If the insured goods are not discharged therefrom, the longest duration at the port of discharge shall be limited to fifteen (15) days counting from midnight of the day of the vessel's arrival at such port. Anchoring, mooring or securing at berth or place within the harbor shall be deemed as the vessel's arrival. In the absence of such berth or place, the vessel's arrival refers to the vessel's first anchoring, mooring or securing either at or off the intended port or at near the place of discharge. 2. In case of transshipment at an intermediate port, regardless of whether or not the insured goods are unloaded, the longest duration of this insurance at such port of transshipment shall be limited to fifteen (15) days counting from midnight of the day of the vessels' arrival at such port or place of discharge. However, this insurance shall reattach when the insured goods are loaded on the oncarrying seagoing vessel.

3. If the contract of affreightment is terminated at a port or place other than the destination named in the Policy, such port or place shall be deemed the destination under the Policy and this insurance shall terminate according to Section III. 1. above. If the insured goods are to be reshipped to the original or any other destination, this insurance shall reattach when the goods are loaded on the oncarrying vessel provided notice is given to the Company and an additional premium is paid prior to the commencement of such further transit.

4. This insurance shall remain in force during any deviation, change of voyage, variation of adventure arising from the exercise of a liberty granted to the shipowners under the contract of affreightment subject to immediate notice to the Company and payment of an additional premium, when such event comes to the knowledge of the Insured.

Note:

These clauses are the clauses of an additional insurance to the Ocean Marine Cargo Insurance of the Company. In case of conflict between any clauses of these clauses and the ocean marine cargo clauses, these clauses shall prevail.

进口关税条款

如被保险货物到达目的港后，因遭受本保险单责任范围以内的损失，而被保险人仍须按完好货物完税时，本公司对该项货物损失部分的进口关税负赔偿责任，但以不超过受损部分的保险价值 %为限。

IMPORT DUTY CLAUSE

This insurance covers the Insured's contingent interest on Import Customs Duty arising from the insured goods arriving at the port of destination damaged by a peril insured against but full import duty had been levied and paid thereon as if the goods had arrived sound provided claims payable hereunder shall not exceed percent of the insured value on the damaged portion of the insured goods.

拒收险条款

一、本公司对被保险货物由于在进口港被进口国的政府或有关当局拒绝进口或没收予以负责，并按照被拒绝进口或没收货物的保险价值赔偿。

二、在被保险货物起运后，进口国宣布实行任何禁运或禁止，本公司仅负责赔偿运回到出口国或转口到其他目的地因而增加的运费。但最多不得超过该批货物的保险价值。

三、本保险的终止，自被保险货物卸离海轮存入卸货港的仓库时为止。或者

（一）被保险货物在目的港卸离海轮满二十天终止；

（二）被保险货物已被进口国的政府或有关当局允许进口时为止。

以首先发生者为准。

四、被保险人保证：

（一）被保险货物的生产、质量、包装和商品检验必须符合产地国和进口国的有关规定。

（二）被保险货物备有一切必需的有效的进口特许证或许可证。

五、本公司对下列原因引起的任何损失，不负赔偿责任：

（一）违反上述第四条中的任何一款；

（二）市价跌落；

（三）被保险货物记载的错误、商标或标记的错误、贸易契约或其他文件发生的错误或遗漏；

（四）违反产地国政府或有关当局关于出口货物的有关规定；

（五）被保险货物在起运前，进口国已经宣布实行禁运或禁止。

六、在发生本保险承保的损失时，被保险人应立即通知本公司，并按照本公司的要求采取一切可能的措施。保险人与被保险人对被拒绝进口或没收货物采取一切措施都不应视为接受赔偿或放弃索赔的表示。

REJECTION CLAUSE

1. This Company will be liable for rejection and/or condemnation at the port of entry by the government of the country of import or its relevant Authorities and will indemnify the Insured on the basis of the insured value of the goods so rejected or condemned.

2. In the event of any embargo or prohibition being declared by the importing Country after the insured goods have left the port of shipment named in the policy, this Company is only to pay the cost of return freight to the country of export or the additional freight to other destination, but such return freight or additional freight shall not exceed the insured value of the goods so rejected.

3. This insurance shall terminate at the warehouse of the port of discharge after landing from the seagoing vessel or:

（1） On the expiry of 30 days after discharge of the goods from the seagoing vessel;

（2） When the goods have been passed by the government of the country of import or its relevant Authorities.

Whichever shall first occur.

4. It is warranted by the Insured:

（1） That the production, quality, packing and inspection and testing of the insured goods shall comply with the relevant regulations of the country of origin and the importing country; and （2）

That all necessary valid permits and licenses of the insured goods must be obtained.

5. This insurance does not cover any loss arising from:

（1） Breach of any conditions stipulated in clauses 4 above.

（2） Loss of market.

(3) Misbranding, faulty labels, misdescription of the insured goods or any error or omission in the contract of sale or other documents.

(4) Non-compliance with any regulations of the government of the country of origin or its relevant authorities on exported goods.

(5) Embargo or prohibition has already been declared by the importing country before the insured goods leave the port of shipment named in the policy.

6 In the event of loss within the scope of cover, the Insured shall notify this company immediately and take all possible measures as required by this company. All measures so taken by the Insured or by the Company on the goods rejected or condemned shall not be considered, respectively, as a waiver or an acceptance of claim.

出口货物到香港（包括九龙在内）或澳门存仓火险责任扩展条款

一、所保货物，经运抵目的地香港（包括九龙在内）或澳门，卸离运输工具后，如直接存放于本保险单载明的过户银行所指定的仓库时，本保险单对存仓火险的责任，自运输责任终止时开始，特予继续负责，直至：

（一）上述银行收回押款解除对货物的权益终止时为止，或

（二）自运输险责任终止时起计满三十天时为止，如被保险人在期满前，用书面申请延长并缴付所需的保险费后，得予继续延长。

（三）上述（一）、（二）两项应以其中首先发生者为准。

二、如所保货物，卸离运输工具后，不存入上述第一条所载的仓库，而存入其他仓库时，则本保险单责任终止的期限，概按本公司运输险条款的规定办理。

FIRE RISE EXTENSION CLAUSE(FOR STORAGE OF CARGO AT DESTINATION HONGKONG, INCLUDING KOWLOON OR MACAO)

In the event the cargo hereby insured, after being discharged at the final destination at Hong Kong, including Kowloon or Macao from the carrying conveyance, be directed to be stored in warehouse(s) specifically designated by the Bank to whom the interests in the cargo are assigned as stated herein, this policy shall extend to cover fire risk at such warehouse(s) from the time the marine coverage hereto ceases to attach until:

the termination of the said Bank's interests in the cargo, or

the expiration of 30 days counting from the day the marine coverage hereto ceases (the insured may however apply in writing prior to the expiration thereof for an extension at an additional premium to be arranged).

Whichever shall first occur.

Should after discharge from the carrying conveyance the cargo be stored in warehouse(s) other than that/those stated in 1. above, this policy shall terminate in accordance with the condition of the Cargo Clauses of this Company.

码头检验条款

本保险承保的偷窃、短少损失，以被保险货物到达最后卸货港卸至码头货棚时为止。如在上述地点发现损失，必须向本保险单所指定的检验、理赔代理人申请检验，确定损失。

被保险货物在此以后所遭受的偷窃、短少的损失，本保险不负赔偿责任。

本保险单原有的责任起讫的规定应作相应的修正。

SURVEY AT JETTY CLAUSE

Notwithstanding the terms of commencement and termination clause of the Ocean Marine Cargo

Clauses, the risks of theft and/or pilferage and shortage covered hereunder shall be in force only up to the arrival of the insured goods at the landing shed at the final port of discharge. In case of loss being found at the above-mentioned place, application shall be made to the surveying and claims settling agent stipulated in the Policy for a survey and the ascertainment of the loss.

This Company shall not be liable for any loss or damage caused by theft and/or pilferage or shortage occurring after the completion of the above-mentioned survey.

海关检验条款

本保险承保的偷窃、短少损失，以被保险货物到达_____地的海关内为止。如在上述地点发现损失，必须向本保险单所指定的检验、理赔代理人申请检验，确定损失。被保险货物在此以后所遭受的偷窃、短少损失，本保险不负赔偿责任。

本保险单原有的责任起讫的规定应作相应的修正。

SURVEY IN CUSTOMS CLAUSE

Notwithstanding the terms of the commencement and termination clause of the Ocean Marine Cargo Clauses, the risks of theft and/or pilferage and shortage covered hereunder shall be in force only up to the arrival of the insured goods at the Customs Compound at_____.

In case of loss being found at the above-mentioned place, application shall be made to the surveying and claims settling agent stipulated in the Policy for a survey and the ascertainment of the loss.

This Company shall not be liable for any loss or damage caused by theft and/or pilferage or shortage occurring after the completion of the above-mentioned survey.

卖方利益保险条款

本保险系卖方利益保险，负责赔偿货物在遭受本保险单载明承保险别的条款责任范围内的卖方损失。但本保险仅在买方不支付该项受损货物部分的损失时才予赔偿。被保险人应将其向买方或第三者的权利转移给保险人。

如对本保险单项下的任何利益或赔款转让，保险人即解除其全部责任。

CONTINGENCY INSURANCE CLAUSE (COVERS SELLERS' INTEREST ONLY)

This insurance covers the sellers' contingent interest in the goods against risks specified hereunder subject to the clauses printed and/or attached hereto. Claims in respect of loss of or damage to the goods shall be payable hereunder only if and to the extent that the buyer fail to pay for such lost or damaged goods. Underwriters are to be subrogated to the assured's rights against the buyer as other parties.

Any assignment of this policy, or of any interest or claim hereunder, shall discharge underwriters from all liability whatsoever.

海运进口货物国内转运期间保险责任扩展条款

一、本公司同意将“海洋运输货物保险条款”规定的保险责任期限扩展如下：

保险货物运至海运提单载明的我国卸货港后，如需转运至国内其他地区，本公司按“海洋运输货物保险条款”规定的保险险别（战争险除外），继续负责转运期间的保险责任，直至所保货物运至卸货港货物转运单据上载明的国内最后目的地（一）经收货单位提货后运抵其仓库时终止，或（二）自货物进入承运人仓库或堆场当日零时起算满三十天终止。以上（一）、（二）两项，以首先发生的一项为准。

卸货港等待转运期间的保险责任，以货物全部卸离海轮当日零时起算满六十天终止。如

货物不能在六十天内转运，收货或接货单位可在六十天满期前开列不能转运的货物清单，申请展延保险期限。本公司可根据具体情况决定是否同意展延和确定展延的日期。如同意展延，展延期限最长不能超过六十天。在期限届满一百二十天之后，如仍要求继续展延，经保险公司同意后，每三十天为一期按本公司规定加费。

转运货物在卸货港存放满六十天或经展延保险期限届满而未继续办理保险责任展延申请的，收货或接货单位应即在港口进行检验。如发现货物有短缺或残损，应在保险责任终止之日起十天内通知本公司港口机构进行联合检验。本公司仅对在港口检验确定的货物损失负保险责任。

二、本公司对所有散装货物（如散装油类、粮、糖、矿石、矿砂、废钢铁、废轮胎等）以及化肥、古巴糖、活牲畜、新鲜果菜所负的保险责任，一律按“海洋运输货物保险条款”的规定在卸货港终止，不负责国内转运期间的保险责任。

进口集装箱运输保险特别条款

1、进口集装箱货物运输保险责任按原运输险保险单责任范围负责，但保险责任至原保险单载明的目的港收货人仓库终止。

2、集装箱货物运抵目的港，原箱未经启封而转运内地的，其保险责任至转运目的地收货人仓库终止。

3、如集装箱货物运抵目的港或目的港集装箱转运站，一经启封开箱，全部或部分箱内货物仍需继续转运内地时，被保险人或其代理人必须征得目的港保险公司同意，按原保险条件和保险金额办理加批加费手续后，保险责任可至转运单上标明的目的地收货人仓库终止。

4、集装箱在目的港转运站，收货人仓库或经转运至目的地收货人仓库，被发现箱体有明显损坏或铅封被损坏或灭失，或铅封号码与提单、发票所列的号码不符时，被保险人或其代理人或收货人应保留现场，保存原铅封，并立即通知当地保险公司进行联合检验。

5、凡集装箱箱体无明显损坏，铅封完整，经启封开箱后，发现内装货物数量规格等与合同规定不符，或因积载或配载不当所致的残损不属保险责任。

6、进口集装箱货物残损或短缺涉及承运人或第三者责任的，被保险人有义务先向有关承运人或第三者取证，进行索偿和保留追索权。

7、装运货物的集装箱必须具有合格的检验证书，如因集装箱不适货而造成的货物残损或短少不属保险责任。