

国元农业保险股份有限公司

陆上运输货物保险条款

(火车、汽车)

一、责任范围

本保险分为陆运险和陆运一切险二种。被保险货物遭受损失时，本保险按保险单上订明承保险别的条款规定，负赔偿责任。

(一) 陆运险

本保险负责赔偿：

1. 被保险货物在运输途中遭受暴风、雷电、洪水、地震自然灾害，或由于运输工具遭受碰撞、倾覆、出轨，或在驳运过程中因驳运工具遭受搁浅、触礁、沉没、碰撞，或由于遭受隧道坍塌，崖崩，或失火、爆炸意外事故所造成的全部或部分损失。

2. 被保险人对遭受承保责任内危险的货物采取抢救，防止或减少货损的措施而支付的合理费用，但以不超过该批被救货物的保险金额为限。

(二) 陆运一切险

除包括上列陆运险的责任外，本保险还负责被保险货物在运输途中由于外来原因所致的全部或部分损失。

二、除外责任

本保险对下列损失，不负赔偿责任：

(一) 被保险人的故意行为或过失所造成的损失。

(二) 属于发货人责任所引起的损失。

(三) 在保险责任开始前，被保险货物已存在的品质不良或数量短差所造成的损失。

(四) 被保险货物的自然损耗、本质缺陷、特性以及市价跌落、运输延迟所引起的损失或费用。

(五) 本公司陆上运输货物战争险条款和货物运输罢工险条款规定的责任范围和除外责任。

三、责任起讫

本保险负“仓至仓”责任，自被保险货物运离保险单所载明的起运地仓库或储存处所开始运输时生效，包括正常运输过程中的陆上和与其有关的水上驳运在内，直至该项货物运达保险单所载目的地收货人的最后仓库或储存处所或被保险人用作分配、分派的其他储存处所为止，如未运抵上述仓库或储存处所，则以被保险货物运抵最后卸载的车站满六十天为止。

四、被保险人的义务

被保险人应按照以下规定的应尽义务办理有关事项。

(一) 当被保险货物运抵保险单所载目的地以后，被保险人应及时提货，当发现被保险货物遭受任何损失，应即向保险单上所载明的检验、理赔代理人申请检验。如发现被保险货物整件短少或有明显残损痕迹，应即向承运人、受托人或有关当局索取货损货差证明。如果货损货差是由于承运人、受托人或其他有关方面的责任所造成，应以书面方式向他们提出索

赔，必要时还需取得延长时效的认证。**如未履行上述规定义务，保险人对有关损失不负赔偿责任。**

（二）对遭受承保责任内危险的货物，应迅速采取合理的抢救措施，防止或减少货物损失。否则，对因此扩大的损失，保险人不承担赔偿责任；

（三）在向保险人索赔时，必须提供下列单证：

保险单正本、提单、发票、装箱单、磅码单、货损货差证明、检验报告及索赔清单。如涉及第三者责任还须提供向责任方追偿的有关函电及被保险人所能提供的其他与确认保险事故的性质、原因、损失程度等有关的证明和资料。

被保险人未履行前款约定的单证提供义务，导致保险人无法核实损失情况的，保险人对无法核实的部分不承担赔偿责任。

五、赔偿处理

保险人收到被保险人的赔偿请求后，应当及时就是否属于保险责任作出核定，并将核定结果通知被保险人。情形复杂的，保险人在收到被保险人的赔偿请求并提供理赔所需资料后三十日内未能核定保险责任的，保险人与被保险人根据实际情形商议合理期间，保险人在商定的期间内作出核定结果并通知被保险人。对属于保险责任的，在与被保险人达成有关赔偿金额的协议后十日内，履行赔偿义务。

国元农业保险股份有限公司
**OVERLAND TRANSPORTATION
CARGO INSURANCE CLAUSES
(TRAIN AND TRUCK)**

I . Scope of Cover

This insurance is classified into two conditions-Overland Transportation Risks and Overland Transportation All Risks. Where the goods insured hereunder sustain loss or damage, the Company shall undertake to indemnify therefore according to the Insured condition specified in the Policy and the provisions of these Clauses:

1. Overland Transportation Risks

This insurance covers:

1) Total or partial loss of or damage to the insured goods caused in the course of transportation by natural calamities-windstorm, lightning, earthquake, flood etc., or by accidents-collision, overturning or derailment of the conveyance, including grounding, stranding, sinking or collision of the craft in case crafts are employed and/or collapse of tunnel, landslide, fire, explosion etc.

2) Reasonable cost incurred by the Insured in salvaging the goods or averting or minimizing a loss recoverable under the Policy, provided that such cost shall not exceed the sum Insured of the consignment so saved.

2. Overland Transportation All Risks

Aside from the risks covered under the Overland Transportation Risks as above, this insurance also covers all risks of loss of or damage to the insured goods whether partial or total, arising from external causes in the course of transit.

II . Exclusions

This insurance does not cover:

- 1. Loss or damage caused by the intentional act or fault of the Insured.**
- 2. Loss or damage falling under the liability of the consignor.**
- 3. Loss or damage arising from the quality or shortage of the insured goods prior to the attachment of this insurance.**
- 4. Loss or damage arising from normal loss, inherent vice or nature of the insured goods, loss of market and/or delay in transit and any expenses arising therefrom.**
- 5. Risks and liabilities covered and excluded by the Overland Transportation Cargo War Risks Clauses and Strike, Riot and Civil Commotion Clauses of this Company.**

III. Commencement and Termination of Cover

Warehouse to warehouse clause:

This insurance attaches from the time the goods hereby insured leave the warehouse or place of storage named in the Policy for the commencement of the transit and continues in force in the ordinary course of transit including incidental transit by craft until the insured goods are delivered to the Consignee's final Warehouse or place of storage at the destination named in the Policy or to any other place used by the Insured for allocation or distribution of the goods. This insurance shall, however, be limited to sixty (60) days upon arrival of the insured goods at the final station of discharge before the insured goods reach the Consignee's warehouse.

IV. Duty of the Insured

It is the duty of the Insured to attend to all matters as specified hereunder, failing which the company reserves the right to reject his claim for any loss if and when such failure prejudice the rights of the Company:

1. The Insured shall take delivery of the insured goods in good time upon their arrival at the port of destination named in the Policy. In the event of any damage to the goods, the Insured shall immediately apply for survey to the Survey and/or Settling Agent stipulated in the Policy. If the insured goods are found short in entire package or packages or to show apparent traces of damage, the Insured shall obtain from the carrier, bailee or other relevant authorities certificate of loss or damage and/or short delivery. Should the carrier, bailee or the other relevant authorities be responsible for such shortage or damage, the Insured shall lodge a claim with them in writing. **Any failure by the Insured to fulfill the duty will result in the Insurer's rejection of the claim.**

2. The Insured shall, and the Company may also, take reasonable measures immediately in salvaging the goods or preventing or minimizing a loss or damage thereto. **The Insurer will not pay for any aggravated loss due to the Insured's failure to fulfill the duty.**

3. The following documents should accompany any claim hereunder made against this company:

Original Policy, Consignment Note, Invoice, Packing List, Weight Memo, Certificate of Loss or Damage and/or Short Delivery, Survey Report, Statement of Claim.

If any third party is involved, documents relative to pursuing of recovery from such party should also be included. **If the Insurer could not verify the loss due to the Insured's failure to fulfill its duty to supply the documentary evidences, the Insurer will not pay for the portion of the unverifiable loss.**

V. The Time of Validity of a Claim

The time of validity of a claim under this insurance shall not exceed a period of two years counting from the time of the loss occurred.

国元农业保险股份有限公司

陆上运输货物战争险条款

(火车)

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、武装冲突所致的损失。
- (二) 各种常规武器，包括地雷、炸弹所致的损失。

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、拘留引起的承保运程的丧失和挫折而提出的任何索赔要求。

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地的火车时开始到卸离保险单所载目的地的火车时为止。如果被保险货物不卸离火车，本保险责任最长期限以火车到达目的地的当日午夜起算满四十八小时为止。

(二) 如在运输中途转车，不论货物在当地卸载与否，保险责任以火车到达该中途站的当日午夜起算满十天为止，如货物在上述期限内重新装车续运，本保险恢复有效。

(三) 如运送契约在保险单所载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。

注：本条款系陆上运输货物保险条款（以下简称“主险条款”）的附加条款，本条款与主险条款中的任何条文有抵触时，均以本条款为准；本条款未尽事宜，以主险条款为准。

国元农业保险股份有限公司
**OVERLAND TRANSPORTATION
CARGO WAR RISKS CLAUSES
(BY TRAIN)**

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 or armed conflicts.
- 2.Loss or damage caused by conventional weapons of war including mines and bombs.

II . Exclusions

This insurance does not covers:

- 1.Loss , damage or expenses arising from any hostile use of atomic or nuclear warpons of war.
- 2.Any claim based upon loss of, or frustration of, the insured voyage caused by arrest, restraint of detainment by any executive authorities in power or other armed groups.

III. Commencement and Termination

1.This insurance shall attach from the time the insured goods are loaded on to the railway wagons at the place of shipment named in the Policy until discharged overside from the wagons at the place of destination named in the Policy. If the insured goods are not discharged therefrom, the longest duration of this insurance allowable on the insured goods at the destination shall be limited to 48 hours counting from midnight to the day of train's arrival at such place.

2.In case of transfer at an intermediate place, regardless of whether or nor the insured goods are unloaded, the longest duration of this insurance at such place of transfer shall be limited to ten days counting form midnight of the day of the train's arrival at such place. However, this insurance shall reattach when the insured goods are loaded on the oncarrying train within the above ten (10) days.

3.If the contract of carriage is terminated at a place other than the destination named in the Policy, such place shall be deemed the destination under the Policy and the insurance shall terminate according to Section III.1 above.

Note:

These clauses are clauses of an additional clauses to the Overland Transportation Cargo Insurance Clauses of the Company. In case of conflict between any clauses these clauses and the Overland Transportation Cargo Clauses, these clauses shall prevail.

国元农业保险股份有限公司

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动或行为所引起的共同海损的牺牲、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履行正常职责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（以下简称“主险条款”）的附加条款，本条款与主险条款中的任何条文有抵触时，均以本条款为准；本条款未尽事宜，以主险条款为准。

国元农业保险股份有限公司

CARGO STRIKE CLAUSE

I .Scope of Cover

Whereas 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 risks, locked-out workmen or persons taking part in labour 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 1. above.

II . Exclusions

This Policy does not cover loss of damage to the insured goods arising from the absence or shortage of or incapability to employ labour 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 Clauses. In case of conflict between this Clause and Clauses the different sets of Cargo transportation Clauses, this Clause shall prevail.