

协会航空运输保险（一切险）（邮递运输除外）

承保风险(风险条款)

第一条 本保险承保保险标的物毁损或灭失之一切危险；但下列第二、三和四条之除外条款规定除外。

责任免除

第二条 普通除外条款

本保险无论如何不承保下列事项：

- （一）归因于被保险人之故意不当行为所致之毁损灭失或费用。
- （二）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。
- （三）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（第二条第（三）款所指之「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）。
- （四）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。
- （五）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。
- （六）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。
- （七）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。
- （八）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。

第三条 战争除外条款

本保险不承保下列事项所致之毁损灭失或费用。

- （一）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。
- （二）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。
- （三）遗弃之水雷、鱼雷、炸弹或其他兵器。

第四条 罢工除外条款

本保险不承保下列事项所致之毁损灭失或费用。

- （一）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。
- （二）因罢工、停工、劳工骚扰、暴动或内乱所产生者。
- （三）由于任何恐怖份子或因政治动机之行为所致者。

保险期间

第五条

(一) 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。

- (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；
- (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；
 - A. 正常运送过程以外之储存；或
 - B. 货物之分配或分发；或
 - C. 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。

(二) 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。

(三) 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，及以下第六条之限制）。

第六条 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五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。

(一) 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。

(二) 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五条之约定终止。

第七条 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。

赔偿处理

第八条

(一) 被保险人欲获得本保险的赔偿，被保险人在损失发生时必须对保险标的具有保险利益。

(二) 根据上述第八条第（一）款规定，被保险人有权取得本保险承保期间发生的承保损失的赔偿，尽管该损失产生在本保险合同订立之前，除非当时被保险人知道该损失而保险人不

知道。

第九条 因本保险承保的风险造成承保的运输航程在非本保险承保的机场或地点终止时，保险人将对被保险人因保险标的卸载、储存和转运至所承保的目的地而发生的适当和合理额外费用予以补偿。但本条的规定不适用于共同海损和救助费用，并受前述第二、三和四条除外责任的限制，并且也不包括由被保险或其雇员的过错、疏忽、破产或经济困境而引起的费用。

第十条 只有保险标的的委付是因实际全损已不可避免，或因恢复、整理及运往保险单载明的目的地的费用必将超过其到达目的地的价值时，保险人才对推定全损予以赔付。

第十一条（一）如果被保险人在本保险项下的承保货物投保了增值保险，则货物的约定价值就被视为增至本保险和其他全部增值保险的保险金额的总和，而本保险项下的责任将按照本保险的保险金额占全部保险金额的总和的比例计算。

索赔时被保险人须向保险人提供所有其他保险的保险金额的证据。

（二）如果本保险是增值保险，应适用下述条款：货物的约定价值应视为等于由被保险人对货物办理的承保损失的原始保险和所有增加价值保险的保险金额的总和，本保险的责任按本保险的保险金额占此种保险金额的总和的比例计算。

索赔时被保险人须向保险人提供所有其他保险的保险金额的证据。

保险利益

第十二条 本保险的权益承运人或其他受托人不得享有。

减少损失

第十三条 被保险人及其雇员和代理人对于本保险项下的索赔，应负有以下义务：

（一）为避免或尽量减少损失采取合理的措施，并

（二）保证保留及行使对承运人、受托人或其他第三方追偿的所有权利。

保险人除赔偿本保险项下的各项损失外，还补偿因履行这些义务而支付的适当和合理开支。

第十四条 被保险人和保险人采取的旨在拯救、保护或恢复保险标的的措施不得视为放弃或接受委付或者影响任何一方的权利。

避免迟延

第十五条 被保险人在其所能控制的一切情况下，应合理迅速处置，这是本保险的必要条件。

法律及惯例

第十六条 英国法律和惯例条款

本保险受英国法律和惯例调整。

注意：被保险人在获知悉有本保险“仍可承保”的事项时，应立即通知保险人，此种“仍可承保”的权利取决于被保险人对上述通知义务的履行。

INSTITUTE CARGO CLAUSES (AIR)
(Excluding sending by Post)

I. 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.

II. EXCLUSIONS

[General Exclusions Clause]

2. in no case shall this insurance cover
- (1) loss damage or expense attributable willful misconduct of the Assured
 - (2) ordinary leakages, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
 - (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 lift van but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
 - (4) loss damage or expense caused by inherent vice or nature of the subject-matter insured
 - (5) loss damage or expense arising from unfitness of aircraft conveyance container or lift van 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
 - (6) loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against
 - (7) loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the aircraft
 - (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
- (1) war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
 - (2) capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat
 - (3) derelict mines torpedoes bombs or other derelict weapons of war.

[Strikes Exclusion Clause]

4. In no case shall this insurance loss damagers expense
- (1) caused by strikers, locked-out workmen, or persons taking part in labor disturbances, riots or civil commotions
 - (2) resulting from strikes, lock-outs, labor disturbances, riots or civil commotions
 - (3) caused by any terrorist or any person acting from a political motive.

III. DURATION

[Transit Clause]

5. (1) This insurance attaches from the time the subject-matter insured leaves the warehouse, premise 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
- ① on delivery to 'he Consignees' or other final warehouse, premises or place of storage at the destination named herein,
 - ② on delivery to any ocher warehouse, premises or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either
 - A. for storage other than in the ordinary course of transit or
 - B. for allocation or distribution
- or
- C. 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, 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.

(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

(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

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

[Change 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.

IV CLAIMS

[Insurable Interest Clause]

8.

(1)in order to recover under this insurance the Assured must have an incurable interest in the subject-matter insured at the time of the loss

(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.

(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 assurances 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.

(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 assurances 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 assurances.

V BENEFIT OF INSURANCE

[Not Inure Clause]

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

VI 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

(1) to take such measures as may be reasonable for the purpose of averting or minimizing such loss,

and

(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.

VII AVOIDANCE OF DELAY

[Reasonable Dispatch Clause]

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

VIII 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.