

# SCHEDULE 1060511

## 规程 1060511

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*Note: In the event of dispute or any discrepancy in respect of meaning between the Chinese version and the English version, the English version shall prevail.*

注意: 中英文版本之内容如有歧义, 在任何情况下概以英文版本为准

**A) COVERAGE - CARGO AND RELATED LIABILITIES**

**承保范围——货物及相关责任**

This Policy will indemnify the Insured in respect of its legal and/or contractual liability under Conditions of Trade approved by Insurers and for costs for Insured Operations directly flowing from such liabilities subject to its terms conditions and limits and to the following General Terms and Conditions and Exclusions for: -

在本保单所述的总则、条款、限制条件及除外责任的规定下，对于经保险人同意的贸易条款下产生的被保险人的法定和 / 或契约责任及直接由此产生的施救等相关费用进行赔偿。

**1. Loss or damage to Cargo**

**货物丢失及破损**

Liability for loss or damage to cargo whilst in transit or in storage during the normal course of transit in the care, custody or control of the Insured, or a party with whom the Insured has contracted to provide transportation services

在货物运输或正常运输的仓储期间，被保险人或为其提供运输服务的另一方，在对货物进行看护、保管或管理的过程中导致货物损失或损坏产生的责任。

**2. Additional Cover**

**附加范围**

The additional cover set out below shall apply following liability under Clause 1 above

以下附加范围在上述条款1下适用

**2.1 Consequential Loss**

**从属性损失**

Liability for consequential loss including business interruption. Subject to limit of liability any one claim of twice the carriage charges.

包括营业中断在内的从属性损失责任。任何一次赔偿责任限额为运费的两倍。

**2.2 General Average**

**共同海损**

Liability (without application of deductible) for cargo's proportion of general average, salvage and/or salvage charges.

共同海损、海上救助与/或救助费用中货物比例部分产生的责任（不适用免赔额）。

**2.3 Accidental delay in delivery of customers Goods**

**意外延期交货**

This insurance covers additional costs, penalties, duty, freight and/or storage charges and all other similar charges as a result of accidental delay in delivery of customers Goods **but specifically excluding all losses**

**directly attributable to “just in time” contracts, where fines and/or penalty charges become due as a result of the Insured’s failure to meet contract criteria.** Such additional cover is subject to an each and every loss limit of not more than three times the amount of the carriage charges subject to a limit of USD250,000 for the total of all losses during the annual Policy period.

本保险也承保由意外延期交货产生的附加费、罚款、税、运费与/或仓储费以及其他相关费用，**但不包括“JIT”合同造成的直接损失，即由于被保险人未遵从合同标准规定产生的罚金，及罚款。**本附加责任范围的限额为：每次事故损失不超过运费的三倍，年度保险期限内不超过二十五万美金。

#### 2.4 Duty

##### 关税

Liability for duty payable where the duty forms part of a claim for loss or damage to cargo **other than duty under any form of bond or guarantee.**

因货损索赔产生的税款，**而非任何其他形式的保证金或担保所产生的责任。**

#### 2.5 Damage to Transport Equipment and other Cargo

##### 运输设备和其他货物的损坏

Liability for loss or damage to any container, transport equipment, vehicle, cargo, vessel or aircraft operated by another party resulting from the mode and/or manner in which the cargo being transported is secured and/or stowed.

因保证运输过程安全而对第三方经营的集装箱、运输设备、车辆、货物、船只或飞机造成的损坏。

#### 2.6 Temporary Storage

##### 临时仓储

Liability for loss or damage to cargo during temporary storage arising out of rejection of cargo by a consignee, or where the cargo cannot be delivered, **provided that Insurers are notified within 7 days of the rejection or non-delivery of the cargo respectively.**

由于收货人拒收或无法送达而产生的暂时性仓储过程中遭受损失或损坏而产生的责任，**但被保险人需在事发七天内通知保险人。**

#### 2.7 On-forwarding Costs

##### 货物延续费用

Insurers agree to pay the cost and expense of on-forwarding cargo to destination including the cost of temporary storage, unloading, reloading and transferring cargo to other transport equipment, or containers, following an accident to the transport equipment or container being used for the transportation of cargo.

延续费用包括由于货物运输时使用的运输设备或集装箱发生意外而产生的暂时性仓储、卸货、装货、搬运货物至其他运输工具或集装箱的费用。

Where a country/ territory does not provide domestic Conditions of Trade or Carriage and for that reason an Insured trading in such a country/territory does not always operate under domestic Conditions of Trade or Carriage **then Part A) of this Schedule will, as far as is applicable, not apply and cover under the policy will be subject only to Part C) subject to its terms and conditions.**

Notwithstanding the above, where the Insured operates in a country/territory which does not provide domestic Conditions of Trade or Carriage but the Insured operates on other conditions of trade or carriage for domestic trade, limiting their liability under such contract(s), whether such conditions are in-house/own conditions, internationally recognised or otherwise, then **Part A)** of this Schedule will apply and **such Condition of Trade or Carriage must be agreed by Insurers prior to attachment of this Policy.**

当某个国家或地区没有提供国内交易条件或运输条款，由于这个原因被保险人在这个国家或地区不能按照国内交易条件或运输条款进行业务经营时，**则不用于A部分，按照C部分的条件承担保险责任。**

尽管有上述规定，虽然该国家 / 地域无法提供国内贸易 / 运输条款，但有其它国内贸易 / 运输条款的存在可为被保险人进行货运行行为时遵循，并规定其责任范围，无论该类条款仅适用于该国内，或可在国际范围内通用，或其它，都适用于A。**但须在本保单生效前，征得保险人同意后，方可适用。**

## B) SPECIAL CONDITIONS AND EXCLUSIONS

### 特殊条件及除外责任

#### 1 APPROVAL OF THE INSURED'S TRADING CONDITIONS

Where the Insured performs services in any country under conditions of trade, carriage / storage other than that listed in 1.1 and 1.2 below the Insured must arrange for insurers to view and approve such conditions prior to commencement of insurance cover under this Policy

在1.1和1.2以外，被保险人在任何国家和地区基于贸易、运输/仓储条件展开的服务需在本保单生效前安排保险公司对条件进行查勘直至审批：

1.1 conditions of trade, carriage / storage agreed by International convention and/or national, civic, commercial or common law that is applicable by compulsion or statute and/or

贸易、运输/仓储的条件符合国际公约和/或适用于国家、民主、商业或普通法律和/或

1.2 the Insured's house bill of lading or air waybill or standard trading conditions provided such conditions and limitations of carriage or trade accept no greater liability or responsibility for the Insured than those in 1.1 above.

被保险人的提单或航空运输单或标准的贸易条件能提供并说明运输或贸易条件和限制的，被保险人所承担的义务和责任不超出1.1的范围。

There is no cover under this Policy in respect of any liabilities costs or expenses incurred:

由以下任何情形造成的负债或产生的费用，本保单不提供担保：

1.3 by reason of the provision by the Insured or any agent or sub-contractor of the Insured of an indemnity without the agreement in writing of the Insurer.

未取得保险公司的书面同意，由被保险人、保险代理或分包商提供的赔偿

1.4 pursuant to any agreement by the Insured or any agent or sub-contractor or agent to waive any right to exclude, restrict or limit any such liabilities, costs and expenses.

被保险人、保险代理或分包商放弃某些权利以达到去除、禁止或限制某些责任、费用及开支的协议

1.5 pursuant to any contractual term which requires the Insured to perform the services set out in the Confirmation of Insurance, forming part of this Policy, with greater than reasonable care and skill, or a level of care and skill greater than that required by operation of law.

根据合同条款的要求，被保险人按照保险确认的约定开展服务时使用超常规的看管和技能，或超出法律规定的水平要求的

1.6 by reason of any failure by the Insured to commence, or any delay in or abandonment of the provision of the services set out in the Schedule to this Policy.

被保险人因故未能开展或延误或放弃了本保单中列明的服务计划。

## **2. Road Transport - Sub-contractor's Conditions of Carriage**

Where the Insured sub-contracts carriage of cargo by road, or sub-contracts carriage which includes carriage by road, the Insured will, where possible, use sub-contractors that operate under a contract of carriage whose terms and conditions are no less wide than those of the Insured, other than where such terms and conditions are imposed by law or do not materially affect the liability and amount of the claim for loss or damage to cargo being carried.

被保险人的公路运输分包合同或分包合同中包含公路运输的，如果可能，被保险人必须使用那种运输合同条款和条件不低于保险合同范围规定的条款和条件的运输合同，除非分包合同中条款和条件是合法或不会对货物损失或损坏的赔偿责任和数额造成重大影响的。

### 3. Road Transport – Sub-contractors Insurance

#### 公路运输——分包承运人保险

It is a condition precedent to the liability of Insurers that the Insured shall take all care to ensure that the actual carrier or sub-contractor in relation to carriage by road has adequate, valid and sufficient insurance cover in respect of its liability for loss or damage to the cargo being carried. However, this insurance shall not be prejudiced by any unintentional error or omission of the Insured's employees, or as a direct result of an isolated negligent act, provided any claim presented shall otherwise be recoverable under the policy terms and conditions, and provided that the insured can provide evidence to Insurers that there are in place satisfactory procedures for checking policy coverage of any carrier or subcontractor.

保险人承担保险责任的前提条件为，被保险人应保证与公路运输有关的实际承运人分包承运人对所运货物能提供充足有效的保险。然而，被保险人如果能证明事先已查明承运人及分包商是按规范操作，以及发生的索赔在保单列明赔付条款中，则对因被保险人雇员的无心过错、失误或疏忽行为造成的直接结果也给予承保。

### 4. Road Transport – High Risk Cargo

#### 公路运输——高风险货物

It is a condition precedent to the liability of Insurers where the Insured operates or utilises a vehicle, container or trailer and the cargo being carried is 'high risk' as defined under Clause 5 that:

保险人承担保险责任的前提条件为，被保险人车辆、集装箱或拖车运载的货物为“高风险货物”的定义如条款5所述：

(a) During the day, whilst parked for rest breaks, or for similar short stays, the vehicle/trailer/container

在白天，短暂休息或停留时，车辆 / 拖车 / 集装箱

(i) is at a recognised and designated parking area for road hauliers, and  
停于指定停车场用于拖运，且

(ii) is securely locked with keys removed and all openings securely closed  
at all times, and

何时都被安全上锁并车门紧闭，且

(iii) the driver remains within the immediate vicinity.–

司机在临近范围

(b) Whilst parked overnight or during the day other than for rest breaks or for similar short stays, the vehicle, trailer or container: -

在夜晚或白天长时间休息或停留时，车辆 / 拖车 / 集装箱

- (i) is garaged in a locked building or parked in a fully enclosed location (which remains locked apart from when authorised vehicles are entering and exiting the location) under constant surveillance, or  
存放于带锁大厦的车库中或完全关闭的场所（除授权车辆进出以外该场所为密闭）并受常规监控
- (ii) is securely locked with all keys removed and all openings securely closed and is in a recognised and designated parking area for road hauliers and the driver remains in attendance at all times.  
何时都被安全上锁并车门紧闭，停放于指定停车场所供拖运之用，司机随时待命

## 5. High Risk Cargo

### 高风险货物

**The following cargo shall be deemed high risk in accordance with clause 6 4. above and shall not be covered unless**

**下列依照上述条款 4 规定属于高风险的货物不在承保范围内，除非**

- i) the total of such high risks cargo is less than 5% of the annual traffic  
此高风险货物占不到全年运输货物的百分之五
- ii) such high risk cargo is shipped in Full Container Loads (FCL) or Full Trailer Loads  
此高风险货物由集装箱或拖车整箱运输
- ii) the Insured specifically disclosed to Insurers in writing and Insurers may agree by endorsement to coverage, subject to 7 clear days written notice to the Insurer  
被保险人可书面将此货物申报给保险人，保险人通过批单同意承保，但被保险人应提前 7 天通知
- (a) Wines, Spirits and other Alcoholic Beverages;  
葡萄酒；烈酒及其他酒精饮料
- (b) Cigarettes and other Tobacco based products;  
烟及其他烟草产品
- (c) Furs and Leather and garments or items made from Fur or Leather;  
皮毛或其他皮毛服装及物品
- (d) Televisions, CD players, DVD players, CDs, DVDs tapes and videos  
电视机，CD, DVD 播放机，CD、DVD 录音带和录像带
- (e) Clocks, watches and parts  
钟表和其零部件
- (f) Computer micro-chips  
电脑芯片
- (g) Computers including but not limited to Laptops  
手提电脑及其他
- (h) Personal Computers and games consoles  
个人电脑，游戏机

6. Excluded Cargo

除外货物

The Policy excludes liability relating to the transportation of the following cargoes:-

以列货物运输不在承保范围内

- a) Bullion and Precious Metal Objects;  
金银条块和贵金属物品
- b) Bank Notes, Coins, Cheques and Credit Cards;  
钞票、硬币、支票和信用卡
- c) Bonds, Negotiable Documents, Securities and other financial instruments;  
债券、可转让单据、证券和其他金融票据
- d) Jewellery, Works of Art, Antiques or Precious Stones, except where part of Household/Personal Effects consignment and not to exceed 10% of total consignment value;  
珠宝、工艺品、古董或宝石，属于家庭或私人委托寄售物品的部分除外，但不可超过所有委托寄售物品总价的10%
- e) Live Animals, Birds, Reptiles and Fish  
活的动物、鸟、爬行动物和鱼
- f) Cellular or Mobile Telephones of any description  
任何种类的移动通讯电话
- g) Military goods and/or goods for military purpose.  
军用物资或者用于军事目的的货物

7. Excluded Contract Terms

除外合同条款

The Policy excludes claims arising out of any contractual agreement, whether or not in writing, by the Insured: -

本保险对被保险人由下述任何形式的合同导致的索赔，无论是否采用书面形式，均不负赔偿责任：

- a) to an agreed shipment or delivery date or time;  
协定装船或交货日期时间的合同
- b) to higher limits of liability or greater responsibility than that notified to and/or agreed by Insurers;  
超出已告知保险人并得到其同意的责任限制或责任范围的合同；
- c) to an agreed or declared value.  
协定的或已申报价值的合同



**8. Insured's Property**

**被保险人财产**

The Policy excludes claims in respect of property and/or cargo owned, leased or licensed to/by the Insured unless specifically agreed by Insurers and endorsed on the Policy.

本保险对与被保险人持有、租赁、授权的财产和 / 或货物有关的索赔不付赔偿责任，除非保险人特别同意并在保险中注明。

**9. Insured Operations**

**被保险人的业务**

The Policy excludes claims in respect of any Operation not previously declared to Insurers and agreed by them to be covered

本保险对任何与被保险人业务有关，但未事先告知保险人并经得其同意的索赔不负赔偿责任。

**10. Liability to Customs**

**海关责任**

The Policy excludes claims by Customs or similar Governmental or European Union organisations or bodies against the Insured except where insured under the Errors and Omissions part C) of this Policy.

本保险对海关或类似政府或欧盟机构组织对被保险人的行为不负赔偿责任，但不包括在错误遗漏部分中应承担的责任。

**C) ERRORS AND OMISSIONS**

**错误及遗漏险**

This Policy will indemnify the Insured in respect of its legal and/or contractual liability for a negligent act, error or omission, arising out of the Insured Services subject to its terms, conditions and limits and to the following terms and conditions and General Policy Terms, Conditions Exclusions and sub-limits

根据本保单中总则、条款、条件、限额、除外责任及分项限额的规定，本保险负责赔偿被保险人服务疏忽、错误或遗漏导致在法律和/或契约上产生的责任。

**1. General**

**总则**

Liability for a negligent act, error or omission by the Insured, its servants, agents whilst acting within the scope of their duty or authority carrying out the legitimate forwarding and ancillary operations of the Insured, arising out of the following:-

本保单负责承保被保险人、其雇员，代理人在权限范围内进行合法操作时，由下列原因造成疏忽、错误或遗漏而导致的责任

- (a) preparation and/or issuance of documentation  
文件的准备和/或签发
- (b) clerical and/or documentary procedures  
文书和/或文件上的程序
- (c) failure to follow and/or provide instructions  
未能遵守和/或发布指令
- (d) provision of advice or information  
建议或信息的提供
- (e) delay, misdelivery or wrongful delivery of cargo  
货物延迟、错误交付
- (f) declaration or description of cargo.  
货物申报或描述
- (g) Risks referred to under clause 2.2.1 to 2.2.5 inclusive but subject to their terms and conditions.  
条款2.2.1至2.2.5提及的风险，但受制于条款本身的内容

## **2. Special Provisions**

### **特别规定**

Cover under Clause 1. above is subject to the specific terms and conditions, when applicable as set out below: -

如遇到如下情况，适用于特别条款1

#### **2.1 Trade or Conditions of Carriage**

##### **贸易或运输条款**

Failure to contractually incorporate the Insured's General Conditions of Trade and/or Conditions of Carriage is also covered provided that the Insured's right to indemnity by Insurers shall only apply if the Insured establishes that:-

只要符合下述条件，被保险人就有权获得保险人的赔偿，即使不能与被保险人的贸易和/或运输总则相一致： -

- a) it has in operation procedures to contractually incorporate the above Conditions and;  
在实际操作过程中契约性地体现上述条款，并
- b) in the case in question, the Conditions were not incorporated solely as a result of an isolated negligent act, error or omission of the Insured, its servants or agents.  
在怀有疑问的情况下，条款仅由于被保险人、雇员、代理人之的疏忽、错误或遗漏行为而未能完全体现。

## 2.2 Bills of Lading

### 提单

Liability resulting from deviation and/or incorrect information on a bill of lading/waybill or similar contract of carriage is covered, including but not limited to:-

本保单承保因提单、运输单或类似运输合同中偏差或不正确的信息而引起的责任，包括但不限于：

- a) pre- or post-dating of the bill of lading/waybill or similar contract of carriage;  
预签或者倒签提单、运输单或者类似运输合同
- b) unlawful or unreasonable deviation from the contractual voyage;  
非法的或不合理的航线偏离
- c) on deck stowage contrary to contract of carriage;  
违背运输合同的甲板货物装载
- d) incorrect information as regards:-  
下述不正确信息
  - i) port of loading;  
装货港
  - ii) port of discharge;  
卸货港
  - iii) voyage route;  
航线
  - iv) carrying vessel;  
运输船舶
  - v) description of cargo, weight, number and/or quality;  
货物描述、重量、数量和/或质量
  - vi) received for shipment or shipped on board date.  
收到装船指令或者装船日期
- e) delivery of cargo without production of an original bill of lading or similar document, (duly endorsed as appropriate) or delivery to an unauthorised or unentitled person.  
无单（或类似文件，适当背书）放货，货交于无权利或非指定人
- f) reasonable extra costs and expenses incurred by the Assured solely as a result of a failure occurring during the period of insurance, on the part of the consignee or the lawful holder of a bill of lading, to collect cargo at the place of delivery stated in a contract of carriage. Insurers liability shall not exceed USD25,000 per incident or occurrence.

保险期间内，提单上的收货人或合法持票人未能到合同列明的提货点提货时，所产生合理的额外支出和费用，保险人赔偿限额：每次事故 USD25,000

g) liability where the Insured is held legally liable for demurrage, storage, port, forwarding or other charges arising directly or indirectly out of the failure of the consignee or receiver to take delivery of the goods, such liability not to exceed USD250,000 any one event.

因收货人未能接收货物造成的逾期、存储、港口、转发或其它由此产生的直接或间接的费用，每次事故最高限额25万美金。

h) liability cost and expense incurred by the Insured in respect of the disposal or destruction of damaged or worthless Cargo, or Cargo that the intended consignee has failed to take delivery of or has abandoned save insofar as such cost and expense

对于因清除或销毁已损坏、废弃或收货人未能取走或遗弃的货物而产生的费用，

i) exceeds the delivery and transport costs that would have been incurred in any event, and

每次事故中超过运输和发送的费用

ii) cannot be recovered from the proceeds of sale or by way of recovery from the intended consignee or the Insured's client and such liability cost and expense is incurred in respect of an event or occurrence that takes place during the insured period

保险期限内，事故发生后未能从销售收入或从收货方或被保险人客户方得到赔偿；

iii) that such liability cost and expense does not exceed USD50,000 any one event and any one bill of lading

每次事故/每一提单最高限额5万美金。

## 2.3 Customs Information

### 海关资料

Liability arising out of the provision of information or documentation to a Custom's Authority or similar governmental organisation, or body, or arising out of the provision of a bond or customs guarantee or the issuance of a Single Administration Document (SAD) or a Community Transit document (CT) or other bond or guarantee for use by the Insured or in connection with a transport arranged by the Insured, **provided that Insurers have been specifically informed of any such bond, guarantee or document in writing in advance.**

本保单也负责承保由提供给海关或类似政府机构组织的信息文件，或保证、海关担保、签发单独管理文件（SAD）、欧盟运输文件（CT）或其他保证引起的

责任，或者与被保险人有关安排的运输引起的责任，**前提是被保险人须事先书面通知保险人该保证、担保或文件。**

#### 2.4 Cargo Insurance

##### 货运保险

Liability arising from any written agreement to arrange or procure cargo insurance for a customer is covered providing the written request is in connection with the transport arranged by the Insured as agent for the customer.

本保单也负责承保任何为客户安排或者取得货物保险的书面协议而引起的责任，条件是书面请求与作为客户代理人的被保险人安排的运输有关。

#### 2.5 Sub-contractors Insurance

##### 分包商保险

If the Insured fails to comply with its obligations under part B) Clause 5.5.1, the Insured shall be covered under this Policy provided that the Insured has complied with the provisions of part B) Clause 5.5.2

若被保险人未能按照条款5.5.1 B)部分履行职责，但履行了条款B) 5.5.2条款规定的义务，则保险人也承担本保单下的赔偿责任。

#### 2.6 Insured's Operations as Customs Broker/Agent and/or Clearing Agent and/or Handling Agent

##### 被保险人业务为海关经纪人/代理人和/或清算代理人和/或操作代理人

Insurer's liability shall not exceed USD500,000 per incident or occurrence from liability arising out of the Insured's operations, as declared and agreed by Insurers, as Customs Broker/Agent and/or Clearing Agent and/or Handling Agent.

**保险人负责承担下述责任：被保险人从事事先经保险人同意的海关经纪人/代理人和/或清算代理人和/或操作代理人的业务时产生的责任，责任限额为每一事故50万美金。**

### D) DEFENCE AGAINST CLAIMS

#### 索赔辩护

##### 1. Coverage

###### 承保范围

- 1.1 Insurers will handle the defence of any claim against the Insured when made, including claims falling below deductible which would be recoverable under this Policy, (but for the deductible), and in so doing all costs relating to claims handling by Insurers shall be for the account of Insurers.

保险人将处理针对被保险人提出的任何索赔辩护，包括低于免赔额；在保单下可恢复的索赔，但仅限于免赔额的数额。保险人将承担在处理索赔过程中产生的所有费用。

- 1.2 Whilst insurers will bear the costs as above, **the claim under the deductible shall remain for the account of the Insured.** Insurers will not settle or compromise such a claim without the Insured's prior written agreement. 保险人负责承担上述费用，**但低于免赔额的金额将由被保险人自行承担。**如没得到被保险人的事先同意，保险人不可独自支付赔款或对该索赔进行妥协。
- 1.3 Where during the handling of the defence of a claim by Insurers, Insurers conclude a claim should be settled or compromised but the Insured does not agree with such a course, **Insurers may in their sole discretion cease to handle the defence of such claim and shall have no further liability for any defence costs.** 保险人在处理索赔辩护过程中，若被保险人不同意保险人作出的处理或决定，**保险人有权利单方面停止处理该索赔并不再负责任何后续辩护费用。**

## E) DEFINITIONS

### 定义

**Container:** An ISO standard container, transportable tank or flat rack in conformance with ISO standards.

**集装箱:** 符合国际标准的集装箱、便携式容器或平板箱。

**Costs:** Costs shall mean fees, disbursements and expenses including but not limited to those relating to surveyors, adjusters, lawyers, experts and other professional advisers.

**费用:** 包括但不限于聘请勘验人、核保人、律师、专家和其他专业顾问产生的开销、支出。

**Endorsement:** An endorsement shall be issued to amend the Policy and shall be read together with the Policy as one contract

**批单:** 批单签发作修改保单之用，并与保单视为同一合同的一部分。

**Error and Omission:** This denotes an act/conduct or failure to act, as the case may be, that is unintentional.

**错误与遗漏:** 指一种非故意行为

**Geographical Limit:** This is the geographical scope relating to the Policy cover.

**地域范围:** 指保单承保的地理范围

**Incident or Occurrence:** Any one incident or occurrence or a series of incidents or occurrences arising from one event.

**事故或事件:** 指任何一次事故或事件，或由某一整件引发的一系列事故。

**Insolvency:** Shall include the inability to pay debts as and when they fall due.

**破产:** 指无能力支付到期债务

**Insured:** The Insured is the party identified in the Policy. The Insured does not include an associate, subsidiary, or other related company, corporation, association, individual,

partnership, or agent unless stated in the Policy, or endorsed on the Policy (or as expressly stated otherwise in the Policy Terms Conditions and Exclusions).

**被保险人:** 被保险人是在保单中列明的一方。被保险人不包括附属、分支或其他相关联公司、法人、协会、个人、合伙人或代理, 除非在保单中列明或签注(或在保险条款及除外责任中明确表明)。

**Limit:** The Policy limit shall be the maximum sum including any indemnity and costs, that Insurers shall pay to the Insured per incident or occurrence, less any deductible that may apply.

**限额:** 保单限额是指保险人对被保险人每一保险事故所能支付的最大金额, 包括任何补偿及费用, 如有免赔额, 则为减去免赔之后的金额。

**Locked:** Locked shall mean secured by means of a suitable deadlock or mortise lock or other similar locking mechanism offering the same level of protection as the aforementioned.

**锁定:** 指通过相匹配的固定锁或插锁或其他能起到相同保护作用的锁定工具以确保安全。

**Loss Payee:** A loss payee is not insured under this Policy. However upon receiving written notice Insurers agree that any claim may be paid to the loss payee and such payment shall be a full discharge of any obligations under any such claim.

**损失收款人:** 损失收款人不是本保险的被保险人。然而若保险人收到书面通知, 则同意向收款人给付索赔金额, 且在作出赔偿后, 保险人对该索赔所负责任也宣告解除。

**Period:** This is the period shown on the Policy. The period shall run to and from Midnight local time on the dates stated.

**保险期限:** 指保单中列明的期限。期限起讫时间为列明日期的当地时间零时。

**Policy:** The Policy shall comprise the Policy, Schedule, Extensions, Endorsements, General Policy Terms and Conditions, Exclusions, and Definition which shall all be read together as one contract.

**保险合同:** 包含保单、明细表、扩展条款、批单、总则与条件、除外责任、定义等组成的一合同整体

**Temporary Storage:** Temporary storage shall mean:-

**临时性仓储:**

1. storage in secure and locked premises, including a warehouse or building, suitable for care and protection of the cargo (bearing in mind the type, value, and nature of the cargo) and  
储存于安全且锁定的地点, 包括适合作为货物保管处所的仓库或大厦(需注意货物类型、价值和性质)
2. storage not in the ordinary course of transit and  
此仓储不是在通常的运输路线中
3. storage not exceeding 72 consecutive hours.  
此仓储不超过连续的72小时

**Transport Equipment:** Trailer or similar item used for transport of cargo or containers.

**运输工具:** 运输货物或集装箱的拖车或类似工具

F) GENERAL TERMS, CONDITIONS AND EXCLUSIONS

总则、条件及除外责任

1. Indemnity

赔偿

The Insurer will indemnify only the Insured identified in this Policy and will only make payment to the Insured, Co-Insurer or loss payee. The Policy is non-assignable. The Policy shall only cover the Insured (or Co-Insured) and **shall not cover, benefit or be enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999.**

保险人只负责本保单中列明的责任，且只赔偿被保险人，共同被保险人和受益人的损失。保单不转让。根据1999年版合同法规定，本保单只承担被保险人、共同被保险人的赔偿责任，**但对任何第三方不负任何责任。**

2. Claims Occurrence

索赔的发生

The Insurer will indemnify the Insured only in relation to a claim arising out of an incident occurring during the period of the Policy.

保险人只对保险期限内发生的索赔事故对被保险人承担赔偿责任。

3. Disclosure: Misrepresentation

如实公开：与事实不符

3.1 The Insured, its employees, agents or broker shall disclose all material information to the Insurer prior to inception of the Policy

被保险人，其雇员，代理人，经纪人须在保险期限开始前将有关重要信息如实告知保险人。

3.2 The Insured, its employees, agents or broker shall not make any material misrepresentation prior to inception of the Policy.

被保险人，其雇员，代理人，经纪人不得在保险期限开始前作出与事实不符的陈述。

**3.3 Failure to disclose material information or any material misrepresentation, arising from intentional act or gross negligence, shall entitle Insurers to cancel the Policy from inception.**

**当发生任何隐瞒或者提供与事实不符的材料信息的情况时，由故意行为或重大过失引起的，保险人即有权取消保单。**

4. Continuing Duty of Disclosure

如实公开的持续责任

The Insured, its employees, agents or broker shall be under a continuing duty throughout the period of the Policy to disclose any change in material information or



circumstance. In the event of any occurrence which gives or might give rise to a claim under this Policy, the insurer has the right to cancel the Policy. **Failure to comply with this continuing duty in foreseen situation, shall entitle insurers not to indemnify the loss.**

在保险期限内，如有任何重要信息或情况的变化，被保险人或者其雇员，代理，经纪人需履行持续告知义务。保险标的的危险程度显著增加的，保险人有权解除本保险。**被保险人未履行前款规定的通知义务的，因上述原因而发生的保险事故，保险人不承担赔偿责任。**

## 5. Premium

### 保费

The premium is due to Insurers in accordance with the Payment Terms stated in this Policy. **Failure to make payment as required will entitle Insurers to cancel the Policy from inception.**

被保险人须按保单中支付条款的规定支付保费。**如未能如期支付，则保险人有权解除本保险。**

## 6. Good Faith

### 诚信

6.1 The Insured shall act in good faith at all times and shall be under a continuing obligation to act in good faith before, during and after the Policy. **Failure to comply with this obligation will entitle the Insurer to cancel the Policy from inception.**

被保险人在保险期限前后及期间应确保其诚信的连续性。**如有违反，则保险人有权宣布合同无效。**

6.2 **If the Insured shall submit any claim to Insurers knowing the claim to be false or fraudulent, or shall fail to act in good faith in any respect whatsoever when submitting a claim, this Policy may be cancelled from inception.**

**若被保险人在要求索赔时有虚假欺诈或违反诚信的行为，则本合同自始无效。**

## 7. Notification of Claims

### 索赔通知

It is a condition precedent to the Insured's right to be indemnified under this Policy provided that the Insured, its employees or agents or broker, gives prompt notice in writing to International Transit & Liability Specialists (ITAL) - [www.ital-international.com](http://www.ital-international.com)

(and provide originals/copies of relevant documents), of:

被保险人在此保单下获得赔偿的前提条件为，被保险人、其雇员、代理人或者经纪人必须以书面形式及时通知 International Transit & Liability Specialists (ITAL) - [www.ital-international.com](http://www.ital-international.com)，(同时提供相关文件正副本)，如下

- 7.1 any claim, whether or not in writing, made or intimated against the Insured for which the Insured may claim indemnification under this Policy;  
对于任何针对被保险人的索赔, 无论是否以书面形式, 被保险人均可在本保单下提出索赔请求。
- 7.2 any notification, whether or not in writing, holding the Insured responsible for any incident, occurrence, event or other matter for which the Insured may claim to be indemnified under the Policy;  
如有能表明被保险人对于任何事故, 事件负有责任的通知, 无论是否以书面形式, 被保险人均可在本保单下提出索赔请求。
- 7.3 any legal claim, summons, application, or other legal process, document, submission or pleading relating to or pertaining to a claim against the Insured;  
任何法律索赔、传唤、起诉或与被保险人索赔有关的其他法律程序、文件提交、答辩。
- 7.4 any incident, occurrence or event that will probably result in matters referred to under clauses 7.1, 7.2 or 7.3 above.  
任何可能导致以上7.1,7.2, 7.3 条款内情形发生的事件、事故。

## 8. Claims Procedures

### 索赔程序

It is a condition precedent to indemnification under this Policy that in the event of a claim being made, intimated or notified in accordance with Clause 8.7 above that: -  
被保险人在本保单下获得赔偿的前提条件为, 当对已知索赔按照条款7提出或通知, 同时:

- 8.1 the Insured must take all reasonable steps to avoid, mitigate, or minimise liability including but not limited to giving proper notice in due time to any other party and ensuring that any time limit or other necessary legal step is protected.  
被保险人必须采取一切合理方法措施避免、减少事故责任, 包括但不限于及时恰当地通知其他相关方, 确保任何时间限制或其它必要的法律程序受到保护。
- 8.2 the Insured must not admit liability (expressly or impliedly), or agree to compromise or settle any claim against the Insured unless expressly permitted by Insurers.  
未经保险人明确同意, 被保险人不得(明示或者暗示)擅自表示愿意承担责任或者同意折衷解决任何索赔
- 8.3 the Insured must promptly, at the request of Insurers, take or procure such steps and actions, and permit to be done such steps and actions as may be necessary or reasonably required by Insurers for the purpose of investigating and/or defending any claim or legal process against the Insured and/or enforcing any rights and remedies or of obtaining relief or indemnity from any other party to which Insurers shall or become entitled or subrogated upon

paying any claim regardless of whether such action shall be or become necessary or required before indemnification by Insurers.

被保险人应保险人必然合理的要求，迅速采取，或承诺采取方法对被保险人提出的索赔或法律程序进行调查和/或辩护，和/或行使权利，或从任何第三方获得救济，以便保险人在给付赔偿金之后有权取得代位求偿权。

- 8.4 Insurers note that it is not unusual for freight forwarders doing business in China not to register as an NVOCC or obtain approval of their House Bills by the China Ministry of Commerce. Notwithstanding anything contained herein to the contrary, Insurers agree that the afformentioned will not prejudice the settlement of any claim recoverable hereunder.

中国营运的货运代理通常不会注册成为无船承运人或者该公司的提单未在中国商务部获得认可，尽管如此，保险人同意并不因为前述原因对赔案的处理存在偏见。

## **9. Investigation, Defence and Mitigation Costs**

### **调查，辩护，调解费用**

- 9.1 Subject to clause 9.3 below, Insurers will pay reasonable costs incurred with their written consent relating to the investigation, defence or mitigation of any claim exceeding the deductible or costs of enforcing or obtaining relief or indemnity in relation to any claim exceeding the deductible. Such costs shall be payable by Insurers without application of any deductible.

根据如下9.3条款，保险人将承担书面同意对超过免赔金额赔案的调查、辩护或调解的费用，或被保险人行使权利或施救花费的合理费用，并不得扣减。

- 9.2 Subject to clause 9.3 below Insurers will pay reasonable costs incurred with their written consent relating to a debt owed to the Insured, provided that the monies due to the Insured are being withheld by a third party solely because of a claim for which the Insurers may be liable under the Policy.

根据如下9.3条款，若第三方持有应属于被保险人的钱财，则保险人同意承担被保险人因此项债务产生的合理费用。

- 9.3 Insurers shall not however be liable to pay to the Insured costs if they exceed the Policy Limit, Sub-Limit or Aggregate Limit, or if costs combined with any indemnity payable under the Policy exceed any applicable limit.

但保险人仅承担保单规定的赔偿限额内的有关费用，对于超出部分则不负责赔偿。

- 9.4 Further to clauses 9.1 and 9.2 above, Insurers shall not be under any obligation to defend a claim made against the Insured (or expend costs in relation thereto), which is less than the applicable deductible, nor shall they be obliged to pay costs referable to such a claim even if such costs on their own or when added to the claim exceed the applicable deductible.

如上条款9.1和9.2，保险人对被保险人低于免赔额的赔案不承担辩护责任。也不承担与此项赔款相关的费用，即使该费用加入赔款后超出免赔额。

## **10. Admission of Liability**

### **责任认定**

By giving consent to the incurring of costs relating to the investigation, defence or mitigation of any claim or by requiring the Insured to take or procure any actions or step or by taking any other action or step, Insurers shall not be considered as having admitted liability under this Policy.

保险人同意支付被保险人提出的索赔的调查、辩护或调解费用，或者要求被保险人采取任何方法措施，均不视为保险人在本保单下已经认定责任。

## **11. Right to Settle**

### **解决权利**

Where in the sole opinion of Insurers a claim insured under the Policy may be settled or compromised, Insurers shall be entitled to demand that the Insured shall settle and/or compromise the claim. If the Insured shall unreasonably refuse, then Insurers may discharge their obligations under the Policy either by payment to the Insured of any sum representing the amount at which the claim could be settled or compromised (in the opinion of Insurers) less the applicable deductible, or if the claim may be settled or compromised under such deductible, then by giving written notice to the Insured that Insurers consider their liability to have been discharged and by giving such notice Insurers shall be discharged in respect of the claim.

Failure to do so will entitle Insurers to reject the claim.

若保险人认为可以解决本保单下的索赔，则有权要求被保险人对该索赔进行处理。如被保险人无合理理由拒绝，则保险人向被保险人支付扣除免赔额后的赔偿金，其义务也宣告终止。如索赔金额低于免赔额，保险人可书面通知被保险人其已尽其应尽义务。若未按上述要求，则保险人有权拒绝赔偿。

## **12. Exclusions**

### **除外责任**

**Insurers shall not under any circumstance whatsoever be liable under the Policy for a claim against the Insured (whether made in contract, tort or otherwise howsoever) arising out of, caused or contributed by, or connected with (directly or indirectly):**

**下述情况发生时，保险人在本保险下，对被保险人提出的（无论是否与合同或侵权有着）引起的索赔不承担赔偿责任。**

**12.1 The use, management, ownership or rental of a motor vehicle, trailer, chassis or similar motorised conveyance and/or an incident relating thereto which is covered by any law, statute, rule, regulation or directive**

(including but not limited to licensing) of any government (local or national) or international body.

使用，经营，所有，或租赁机动车辆，拖车，叉车或类似的电动运输工具与/或在任何政府（地区性或国家性）或国际组织颁布的法律、法规、规定内保护的事件。

- 12.2 A contract of employment or for supply of labour, director's service contract (or similar), statutory legislation relating to employer's liability or workman's compensation, disability or unemployment benefit, or employment practice.

雇用或劳工合同，主管服务合同（或类似），与雇主责任、员工补偿、残疾、失业保障，或者雇佣条例相关的行政法规。

- 12.3 Ionising radiation or contamination by radioactivity from nuclear fuel or nuclear waste or from the combustion of nuclear fuel or any derivative or similar substance.

核燃料，其衍生物或类似物质燃烧废物产生的辐射或污染。

- 12.4 Radioactive, toxic, explosive, or other hazardous properties of any explosive or nuclear assembly or nuclear component or any derivative or similar substance.

爆炸性物质、核物质及其衍生物或其它类似物质所具有的放射性，毒性，爆炸性。

- 12.5 Seepage and/or pollution including but not limited to discharge, dispersal, release or escape of smoke, vapours, soot, fumes, alkalis, toxic substance or derivative including any oil refuse or oil mixed waste or other irritant, contaminant or pollutant into or upon land, the atmosphere, property, persons, animals or other living creatures, watercourse or body of fresh or salt water unless:

渗漏和/或污染，包括但不限于烟尘，蒸汽，灰尘，浓烟，碱金属，含毒物质的流出，散布，释放或溢出；包含任何油性废物、混合物对土地、大气、财物、人身、动物或其他生物、河道、淡水、盐水造成的污染，除非：

- 12.5.1 the seepage and/or pollution is sudden and unexpected and does not result from any failure to comply with any statute, rule, regulation or directive of any government (local or national) or international body.

不是由于未能遵守任何政府（地区性或国家性）或国际组织颁布的法律、法规、规定而造成的突然发生的渗漏与/或污染。

- 12.5.2 the seepage and/or pollution occurs during the period of this Policy, and the seepage and/or pollution is notified to Insurers within 7 clear days of the occurrence whether continuous or not, and

发生于保险期限内的渗漏和/或污染，且无论是否为持续性事故，被保险人应在渗漏和/或污染发生后7个工作日内通知保险人。

12.5.3 any claim by the Insured is made within 3 calendar months of the expiry of the Policy.

被保险人可在保单终止前三个月内提出索赔。

But in any event Insurers liability shall not exceed USD500,000 per incident or occurrence

保险人对每一事故所负的责任限额不超过美金五十万元。

- 12.6 War (whether war be declared or not), hostilities, military or usurped power, acts of a foreign enemy or power, civil war, revolution, rebellion, insurrection or terrorist act (or act by any person acting from political or religious motive), mines, torpedoes, bombs, weapons of explosion or of war whether derelict or not, unless such claims arise whilst at sea. However where there is detonation of a nuclear device and/or where there is outbreak of war involving the following: the United States of America, former CIS States, People's Republic of China and member states of the European Union, cover shall be excluded absolutely;  
战争（无论宣战与否），敌意对抗，军事武装，国外敌对军事行动，内战，叛乱，革命，恐怖活动（或任何人出于政治、宗教目的采取的行动），地雷，鱼雷，炸弹，战争（无论直接与否）中使用之爆炸性武器，除非损失在海上发生。在核装置爆炸或战争牵涉到以下国家时：美国，前苏联成员国，中华人民共和国，欧盟成员，则完全不予承保。
- 12.7 Civil strife, riot, civil commotion, strike, lockout, labour disturbance or stoppage, unless these arise during loading or unloading operations to or from a vessel or within the designated boundaries of a Port.  
国内冲突、暴乱、战乱、罢工、停工、劳工动乱，除非在指定的港口内或者船上装货或卸货时发生。
- 12.8 Piracy, capture, seizure, arrest, restraint or detainment or the consequences arising there from.  
海盗、捕获、没收、查封、拘禁、俘虏或由此引起的后果。
- 12.9 Confiscation, seizure, arrest, expropriation, nationalisation, requisition, detainment, destruction or damage under the order of any government, public or local authority or Customs authority.  
任何政府、公共或当局机构、海关命令下没收，查封，逮捕，征用，征收，国有化或损害。
- 12.10 Libel, slander or malicious statement.  
侮辱，诽谤或恶意的表达
- 12.11 Fraudulent, criminal or illegal activity by the Insured, its employees or agents/brokers.  
被保险人，其雇员、代理人、经纪人欺诈、犯罪或违法行为。
- 12.12 Deliberate, intentional, reckless or willful act or omission by the Insured, its employees or agents or brokers.  
被保险人或其雇员，代理及经纪人故意的，不计后果的疏漏行为

- 12.13 Infringement of personal and/or human rights, and civil liberties and/or wrongful imprisonment.  
对公民人身或人权，民主自由之侵犯行为和/或非法拘禁。
- 12.14 Sexual or racial discrimination and/or any other discriminatory act.  
性别种族歧视或其它歧视
- 12.15 Insolvency (whether or not officially declared) and/or financial default of the Insured or a party with whom the Insured has contracted.  
“Insolvency” shall include the inability to pay debts as and when they fall due.  
破产（无论是否宣布）和/或拖欠被保险人或与之有协议的另一方的债务。这里的破产包括未能支付到期债务。
- 12.16 Exercise of a lien and/or possessory claim (whether or not lawful) over property of the Insured (including but not limited to property bailed to the Insured, under lease or hire/conditional purchase) by a party with whom the Insured has contracted, or other third party.  
与被保险人有协议的另一方，或第三方对被保险人行使财产的留置权和/或要求权（无论该请求是否合法，包括但不限于在租赁或有条件性购买下，抵押给被保险人的财产）。
- 12.17 Subject to clause 8.2 above, failure to obtain payment, collect monies, or to pay debts by the Insured or a party with whom the Insured has contracted or other third party.  
根据上述8.2条款，被保险人或与其有协议一方或第三方未能获得支付、收取金额或者债务。
- 12.18 Punitive, exemplary, aggravated, multiple or compound damages.  
惩罚性、加重、多种或混合性损失
- 12.19 Death, bodily or mental injury or illness including but not limited to death, injury or illness relating to inhalation, ingestion or absorption of asbestos, tobacco or tobacco based products or coal dust and/or relating to any form of repetitive strain or, stress (physical or mental).  
死亡，身体或精神伤害，疾病，包括但不限于吸入摄取石棉，烟草，煤尘引起的死亡，伤害，疾病或任何形式的反复性紧张（生理或精神上）。
- 12.20 Subject always to the exclusions under clause 12.18 above, death bodily or mental injury or illness relating to other matters except where covered under a Third Party Liability Extension.  
根以上12.18条款的除外责任，除在智者扩展责任中列明的范围外，由其他原因造成的死亡，身体或精神伤害，疾病。
- 12.21 Any property including but not limited to containers and transport equipment whilst leased, rented or licensed out by the Insured to a third party unless specifically agreed to be covered in writing by Insurers.  
任何财产，包括但不限于被保险人向第三方租赁的集装箱，运输设备，除非保险人以书面形式同意承保。

- 12.22 Third Party liability arising from the ownership, rental or license of any office building or premises.**  
对办公楼所有，租赁，许可经营引起的第三者责任
- 12.23 Chartering (or slot chartering) of an aircraft or vessel except where covered under a Charterers Liability Extension.**  
航空器或船舶租赁（或货位租赁），除非包括在租船人扩展责任内
- 12.24 Any operation or activity of the Insured not notified to and agreed by Insurers as covered prior to commencement of this Policy or any operation or activity subsequently undertaken during the currency of this Policy and not notified to and agreed by the Insurers as covered.**  
被保险人在保险期限开始前，未将其行为通知保险人并获得其同意，或在保险期限内，被保险人未将其相关行为通知保险人。
- 12.25 Any operation or activity of the Insured or a claim arising there from, which occurs or takes place outside the geographical limits or specified location under the Policy.**  
发生在保单列明的范围或特定地点外的索赔或行为
- 12.26 Any fine or penalty for breach of any law, statute, rule, regulation or directive including but not limited to a fine or penalty imposed by a Customs Authority or Governmental authority (local or national), except where insured under the Errors and Omissions section C) herein.**  
任何违反法律、法规、规定的罚款，但不限于海关，政府机构（地区或国家性的）处罚，除非在 C 部分列明的错误或遗漏范围内

### **13 Cancellation and non-renewal**

#### **解除合同和不续保**

This Policy may be cancelled by the Insurers or Insured giving 60 clear days written notice in writing to the other, but where cover includes War and Strikes risk the period of notice shall be 7 clear days. Insurers shall be under no obligation to renew any Policy nor under any obligation to give notice of non-renewal, nor be obliged to give any reason for non-renewal.

保险人或被保险人均可以书面形式提前60个工作日通知对方解除本保险合同，但如果该合同承保战争和罢工险，则需提前7天通知。保险人没有继续续保本保单的义务，也没有通知不续保和提供不续保理由的义务

### **14 Payment Terms**

#### **付款条件**

The Insured undertakes that premium will be paid in full to insurers within 30 days of the inception of this Policy. If the premium due under this Policy has not been so paid to Insurers by the forty-fifth day from the inception of this Policy Insurers shall have the right to cancel this Policy by notifying the Insured via the broker in writing.



被保险人应于保单起始日后三十天内将保费全额付给保险人。如保费在保单起始后45天内仍未支付，保险人有权通过经纪人书面通知取消本保单。

## 15 Double Insurance

### 重复投保

If the Insured's claim is insured under another Policy of insurance or the claim would have been insured under another Policy but for a breach of a warranty or condition or due to misrepresentation, non disclosure, non-payment of premium, fraud, or breach of the obligation as to good faith then the claim shall not be payable under this Policy. This exclusion shall apply even if there is a different insurable interest.

如果被保险人在另一份保险合同中有同样的承保范围，但由于错误陈述、未如实告知、未给付保费，或者违反如诚信原则，则本保单不负责赔偿该损失。本除外责任同样适用于保险利益不相同的情况。

## 16 Words & Headings

### 文本及标题

All words in the singular shall include, where the context permits, the plural and vice versa. All words importing the masculine gender shall include the feminine gender. Headings to clauses are for identification purposes only and shall not be an aid to construction.

如果文本允许，所有单数词汇同时也代表其复数，反之亦然。男性人称亦指女性人称。条款标题仅用于识别，不作为条款解释参考之用。

## 17 Express Rights

### 明示权利

In addition to any express right of Insurers to avoid a claim and/or cancel or avoid the Policy, breach of any term stated to be a warranty, condition or condition precedent shall entitle Insurers to avoid cover.

除非保险人明确表述不予赔偿、解除合同权利之外，若发生其他违反条款、前提条件的行为，保险人可不予赔偿。

## 18 Errors and Omissions Claims

### 错误遗漏索赔

Insurer's liability under the Policy in respect of claims insured under Errors and Omission shall cease:-

本保单下，对下述因被保险人错误遗漏而发生的索赔责任，保险人不負責任：

- a) 12 calendar months after the expiry of the Policy unless Insurers have been previously notified as stipulated in Clause 7 above. Where the Policy is renewed the 24 calendar month period shall run from the expiry of the renewal period or 保单到期后的 12 个月，除非被保险人按条款 7 中的规定通知保险人。如保单续保，则为从续转日起 24 个月内或

b) in accordance with the terms stated in the Insured's Conditions of Trade and/or Bill of Lading and/or Air Waybill, such Conditions of Trade to be seen and agreed by insurers in accordance with the Conditions contained in this insurance whichever is the greater period.

按照被保险人的贸易条件，提单或航空提单中的条款所述，保险人在此保单中按照贸易条件同意本条款。以持续时间长者为准。

## **19 Sub-contractors/Contracting Parties**

### **分包商、合同方**

The Insured shall take care to ensure that any party with whom it contracts shall be reasonably competent to carry out contractual obligations, have sufficient financial means to satisfy any claim against it by the Insured that may arise and/or have relevant, adequate and valid insurance cover. **In the event of non-compliance with the above by the Insured and Insurers are prejudiced, Insurers may avoid the claim or at their absolute discretion reduce the amount payable under the Policy by the amount attributable to the non-observance of this obligation by the Insured.**

被保险人须确保与其订立合同的任何一方有履行合同义务的能力，有足够资金赔付被保险人在保险范围内产生的相关风险责任。**被保险人未能遵守上述要求，时保险人遭受损失的，则保险人有权不予赔偿或减少本保险单下的赔偿金额。**

## **20 Subrogation**

### **代位求偿权**

The principles of subrogation shall at all times apply to this Policy and the Insured agrees to take all reasonable steps (including but not limited to the provision of all relevant information and documentation at Insurer's request but at no cost to them) to enable Insurers to pursue a subrogated claim.

代位求偿权的原则须一直适用于本保险，被保险人同意采取一切合理的步骤（包括但不限于按照保险人要求提供相关信息文件，但保险人不负担相关费用）以确保保险人对第三方行使代位求偿权。

## **21 Disputes**

### **争议**

This Policy shall be construed according to and governed by Chinese Law. Any dispute shall be submitted to China International Economic and Trade Arbitration Commission Shanghai Sub-Commission (the "CIETAC") for arbitration or to court for legal jurisdiction of the Court of Justice, China.

本保险按照中国法律解释并适用，任何争议必须提交上海市仲裁委员会仲裁或提交中国法院裁决。

## 22 Alternative Dispute Resolution

### 争议解决选择方案

- 22.1 In the event of a dispute between the parties under the Policy, prior to commencement of legal proceedings, both parties agree that they will endeavor to resolve the dispute by submitting the matter to Alternative Dispute Resolution (ADR), including but not limited to mediation.  
如在本保单下双方发生争议，付诸于法律程序之前，双方同意努力通过已定的争议解决选择方案来解决争议，包括（但不仅限于）仲裁。
- 22.2 If ADR is agreed, then both parties will use best endeavors to expedite resolution as soon as relevant information and documentation has been obtained.  
如果双方同意已定的争议解决选择方案，则应在获得有关信息及文件同时尽最大努力达成该决议
- 22.3 The parties will endeavor in good faith to complete the ADR procedures within three calendar months from the date of agreement to ADR.  
双方应本着诚信原则在争议解决选择方案定立的三个月内努力完成其所需程序
- 22.4 Where one party no longer wishes to resolve the matter by ADR, it shall give written notification to the other.  
如一方不再希望用争议解决选择方案来解决问题，应出具书面通知另一方。

## 23. Contamination, Chemical, Biological, Biological, Biochemical and Electromagnetic Weapons Exclusion

### 污染、化学、生物、生化及电磁武器除外

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

**本保险不负责下列原因造成的损失、责任或费用：**

- 23.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel  
任何核燃料、核废料或核燃料燃烧引起的电离辐射或污染；
- 23.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof  
任何核设施、核反应器或其它核装置及其组成部分引起的放射性、有毒性、爆炸性或其它有害或污染物；
- 23.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

任何采用原子或核裂变和/或聚变或类似反应或放射性武力的武器或装置或其它；

- 23.4 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

对于‘任何放射性物质引起的放射性、有毒性、爆炸性或其它有害或污染物’这一条款的除外责任不包括放射性同位素（非核燃料），经过了处理、运输、储存并可用于商业、农业、医疗、科学或其它类似领域；

- 23.5 any chemical, biological, bio-chemical, or electromagnetic weapon. 任何化学、生物、生化或电磁武器。

#### 24. Termination of Transit Clause (Terrorism)

##### 运输条款终止条款（恐怖主义）

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

该条款为首要条款，任何与该条款不一致的内容均被视为无效。

- 24.1 Notwithstanding 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 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:**

即使保单中有相反内容规定，双方同意任何由于恐怖分子或政治动机的个人行为引起的保险标的的损失或损害，即使该损失是发生于正常运输途中，**本保险即在如下条件下终止：**

**Either**

- 24.1.1 **As per the Transit clauses contained in the Policy, or 根据保单中的运输条款所述，或**

- 24.1.2 **On delivery to the Consignee's or other final warehouse or place of storage at the destination named herein, 货物交付收货人或者其它列明目的地仓库或储藏地点**

- 24.1.3 **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 for allocation or distribution, or 于交货于其他仓库或存储地点，无论到达列明目的地之前或当时，被保险人选择作为仓储地，而不是在正常运输过程中用来分配或分销货品，或者**

**24.1.4 in respect of Marine transits, on the expiry of 60 days after the completion of discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge, 在海运运输中, 则为货物在卸货港卸货完成, 离开海运船舶船舷后60天内**

**24.1.5 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 在空运运输中, 则为货物在卸货地卸货完成, 离开航空器后30天内, 以先发生者为准。**

24.2 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 transit terminating again in accordance with clause 22.1.

如果本保单或条款特别规定对内陆、仓储或者上述提及的终止条件以后的运输风险予以承保, 则本保险将重新生效, 并根据条款22.1持续至正常运输结束。

## 25. Special Note

### 特别注意

Terms of this policy which are in conflict with the statutes or ordinances are hereby amended to conform to such statutes or ordinances. Any provision of this policy which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, but that shall not invalidate the remaining provisions of this policy.

本保险条款若有与法规或条例相冲突的, 在此予以修正, 以符合相关法规或条例。本保险中任何禁止或强制执行的条款都是无效的, 但不会对本保险中其他条款产生影响, 其他条款依旧有效。

## 26. Sanction Limitation and Exclusion Clause

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

本协议范围内任何保险公司不得提供担保、支付索赔及保险金, 如违约, 保险公司将受到联合国决议的制裁、禁令或限制, 以及来自欧盟、英国和美国的经贸法律法规的制约。

**G) WAREHOUSE KEEPERS - Applying to the storage of goods outside the normal course of transit**

**仓储管理 – 适用于货物物品在正常运输过程外的仓储**

**1. Coverage**

**承保范围**

Subject to the Policy limits and Deductibles, this Policy extends to cover the Insured in respect of its legal liability as principal and/or agent, as declared by Insured and agreed by Insurers, for:

鉴于本保单中赔偿限额及免赔额的规定，本保单扩展至承保被保险人作为承运人 / 代理人而应承担的法律责任，且被保险人应向保险人申报并得到其同意

- a) loss or damage to cargo whilst in the care, custody or control of the Insured or a party who it has contracted to provide storage or warehousing  
货物在被保险人或其它根据合同提供仓储处所的第三方的看管，照顾或控制过程中发生的损坏，
- b) legally recoverable consequential loss and/or business interruption arising from loss or damage to cargo under clause 1 a) above  
上述a)条款下由货物损失导致的可恢复的利润损失
- c) duty payable arising from loss or damage to cargo under clause 1 a) above, other than duty payable under bond or guarantee.

上述a)条款下由货物损失导致的税款，但不包括契约责任或担保书中的税款

Insurer's liability in respect of a claim under clause 1c) shall be limited to USD150,000 per incident or occurrence and in the aggregate any one Policy year.

保险人在1c) 条款下承担的责任限额为：每次事故及累计十五万美元

**1.1 Special Conditions – Alarms/security**

**特别条款 – 警报器 / 安全**

It is a condition precedent to the liability of Insurers that any warehouse utilised shall be: -

保险人在本保单下承担赔偿责任的前提条件为：任一仓库都应：

- 1.1.1 operationally alarmed for fire and theft at all material times including but not limited to when the warehouse is unattended, the alarm to be linked to a third party surveillance system or to the police or fire service, as applicable, and to be maintained to manufacturer's specification and

火警及盗警报警器均能正常工作，包括但不限于仓库无人看管的情况。与第三方监控系统、警方、消防队连接的报警器应有良好的维护，并有制造厂商的说明。

- 1.1.2 locked and all openings securely closed when the warehouse is unattended.

当仓库无人看管时，应上锁，且开关都已安全关闭

1.2 **Special Conditions – Locations**

**特别条款 – 处所地址**

Insurer's liability to indemnify the Insured shall be only in respect of cargo stored within a warehouse in a location specified herein. **Cargo stored in a compound, or on a vehicle or trailer whether or not in a warehouse, is not insured.**

保险人仅负责赔偿被保险人在保单列明地点的仓库内的货物损失。**存储于复合型，或运输工具、拖车上的货物，无论是否在仓库内，都不属于保险范围内。**

1.3 **Named Locations:**

**指定处所地址**

It is a condition of this Policy that prior to attachment of insurance hereunder an Insured must advise Insurers of the named warehouse locations.

被保险人需在本保险合同之前明确告知保险人指定的仓库地址。

1.4 **Conditions of Trade**

**贸易条件**

It is a condition of this Policy that the Insured must comply with the terms and conditions set out in clause B 1.1 to 1.6 herein.

被保险人应告知保险人其贸易协定，并向保险人提供该协定条款的复印件，并获得保险人的认可。

1.4 **Variation of Trade Conditions**

**贸易协定的变更**

Where after attachment of the Policy the Insured varies or amends its General Conditions of Trade and as a result Insurers are exposed to liability under the Policy, which would not have been incurred but for such variation or amendment, the liability of Insurers shall be limited to liability under the General Conditions of Trade prior to variation or amendment.

保单签定后，若被保险人变更、改变贸易总则，而使保险人在保单下要负担保单条款修改前不须负的相应责任，则保险人所应负的责任仅为该变动发生之前的贸易总则里所规定的责任范围。

1.5 **Stock-taking Losses**

**提货损失**

Stock-taking losses are not covered under this insurance

本保险不包括提货损失责任。