

保单条款

POLICY WORDING

前言：

本保单及附于本保单的明细表以及其后附于本保单的批单须一并视为同一个合同阅读，明细表和其后附于本保单的批单将视为保单的一部份，明细表所定义的条款在保单中有着相同的意义。

在本保单内的：

- (i) 内容、页面和条款标题仅为了方便，不影响本保单的解释；
- (ii) 词的单数应包括复数，反之亦然；
- (iii) 词的词性将是对对方性别的参考；
- (iv) 涉及到的人应被视为包括自然人，公司，合伙企业，法人，企业，协会，组织，基金和信托公司（在每种情况下不管是否有独立法人性格）；

此保单所参照的任何法规，法令，以及法律工具或规则，将包括参照对其的任何修改，合并，或随时被重新制定的任何法规，法令，以及法律手段或规定。

保单的章节或条款和条件与保单明细表冲突的情况下，以明细表为准。

本保单仅承保保单**明细表**中列明承保的相关**受保服务**。

请仔细阅读您的保单。

Foreword:

This Policy and the Schedule to this Policy shall be read together as one contract together with any Endorsement(s) subsequently attached to this Policy and the Schedule and Endorsements will be deemed to be incorporated in this Policy. Terms defined in the Schedule shall have the same meaning in this Policy.

In this Policy:

- (i) The contents, page and the clause headings are to be included for convenience only and shall not affect the construction of this Policy;
- (ii) words denoting the singular shall include the plural and vice versa;
- (iii) words denoting any gender shall include a reference to each other gender;
- (iv) references to persons shall be deemed to include references to natural persons, firms, partnerships, companies, corporations, associations, organisations, foundations and trusts (in each case whether or not having separate legal personality);

References in this Policy to any statute, order, statutory instrument or rules shall include references to any amendment, consolidation, or re-enactment from time to time of such statute, order, statutory instrument or rule.

In the event of any conflict between Sections or Terms and Conditions of this Policy and any Schedule to this Policy, the Schedule will prevail.

Cover under this Policy is provided only in respect of the Insured Service(s) stated as covered in the Policy Schedule.

Please read your policy carefully.

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第1章节：货物责任保险

承保范围

依**明细表**所列，**保险人**同意按本保单内的**保险协议**、**规定**、**除外条款**和**定义**，补偿**被保险人**发生在**保险年度**内有关**受保服务**的损失或对**货物**的损坏：

- a) 由于违反合同；或
- b) 在**被保险人**已有疏忽，但仅限于以下所产生的责任：
 - (i) 已审批的交易条件和/或合同；或
 - (ii) 国际公约及/或强制或明文规定的国家法律、普通法或条文法。

规定

在**保险年度**内，**被保险人**必须时刻按照其**交易条件**经营业务，和须在承担客户任务前，存在有效的程序通知每个客户这些**交易条件**（不包括国际公约）。

如**被保险人**被要求订立一个特定的合同，其条款和条件与**保单明细表**中列明的有所不同的，此等条款和条件必须在签署前由**保险人**以**书面**批准，否则本**章节**下的承保范围可能失效。

除非**被保险人**在**运载或搬运**前收到**保险人**的**书面**确认承保，如果**被保险人**在**交易条件**中包含**货物**以从价申报的条文、或**被保险人**另外被要求增加某种**货物**的**合约**责任限额，概不承保。

共同海损和救助条款

保险人同意，按照本**保单**中的**保险协议**，**规定**，**除外条款**和**定义**，承保**被保险人**按**货物**或**受保设备**在**共同海损**和/或**救助打捞**和/中所占比例的**合约**责任的**法律**费用，而无论此**合约**责任是否是：

- a) 源于**被保险人**违反与客户的**运输**合同；或
- b) **被保险人**必须支付，但用尽所有合理的**追索**权后仍无法从客户处获得补偿，

Part 1: Coverage Sections

Section 1: Cargo Liability Insurance

Coverage

Where stated in the Schedule the Insurer agrees, subject to the insuring agreements, conditions, exclusions and definitions contained in the Policy, to indemnify the Insured in respect of the Insured Services for loss or damage to Cargo occurring during the Policy Year:

- a) as a result of breach of contract, or;
- b) where the Insured has been negligent, but only where liability arises under;
 - (i) approved Trading Conditions and/or contracts;
 - (ii) international conventions and/or national, common or civil law that is compulsory or statutorily applicable.

Conditions

During the Policy Year, the Insured must continuously carry on business in accordance with his Trading Conditions and have in place an effective procedure to advise each customer of these Trading Conditions (not including international conventions) prior to undertaking work for them.

In the event the Insured is requested to enter into a specific contract, the terms and conditions of which are different than those stated in the Policy Schedule, such terms and conditions must be approved in Writing by the Insurer before signing, otherwise coverage under this Section may be voided.

No cover is provided where the Insured's Trading Conditions contain a provision for ad valorem cargo declaration or the Insured is otherwise requested to increase the contractual limit of liability in respect of a certain Cargo, unless the Insured has received confirmation of coverage from the Insurer in Writing prior to carriage or handling.

GA & Salvage Clause

The Insurer agrees, subject to the insuring agreements, conditions, exclusions and definitions contained in the Policy, to cover legal fees and expenses incurred by the Insured regarding contractual liabilities for Cargo's proportion of general average and/or salvage and/or the Insured Equipment's proportion of general average and/or salvage, whether liability is attached or not:

- (a) arising out of the Insured being in breach of the contract of carriage with the customer, or;
- (b) which the Insured is obliged to pay but is unable to obtain recovery from the customer after exhaustion of all reasonable rights of recourse.

除外条款

- a) 除非经**保险人**书面具具体同意，**被保险人**在本章节内关于下列**货物**的责任不在承保范围内：
- (i) 纯种马，牲畜，植物和动物；
 - (ii) 国债，**黄金**，现金，债券，契约，支票，信用卡，借记卡，邮票，证券，手稿，文件和图；
 - (iii) 艺术品，古董文物，石雕工艺品；
 - (iv) 同一事故和/或同一地点和/或任同一**运输**时超过含关税和/或营业税 100,000 美元或其他等值货币价值的诱人盗窃的货物。

尽管有上述规定，如果**被保险人**没获通知**货物**的性质或类型，或者无法知道这个在**被保险人**的照顾，监护和控制下的此等**货物**的状况，**被保险人**就上述所列 (a) (i) 到 (a) (iii) 的**货物**的承运责任应受保障至 100,000 美元。**被保险人**应在这项保障承担举证责任。

此等承保范围须受**被保险人**交易条件的条款、条件和责任限制。

- b) 在本章节内**被保险人**不受承保在**被保险人**交易条件的条文下，**被保险人**无过错或无疏忽所发生的责任。

Exclusions

- a) Unless specifically agreed in Writing by the Insurer, the Insured is not covered under this Section for liability in respect of the following Cargo:
- (i) bloodstock, livestock, flora and fauna;
 - (ii) treasury notes, Bullion, cash, bonds, deeds, cheques, credit cards, debit cards, stamps, securities, manuscripts, documents and plans;
 - (iii) works of art, antiques, marble artefacts;
 - (iv) Theft Attractive Goods when the value any one Occurrence, any one location and/or any one Conveyance exceeds USD 100,000 including duties and/or taxes, or the equivalent in other currencies.

Notwithstanding the above, the Insured shall be covered for their liability to Cargo listed in (a)(i) to (a)(iii) above up to a value of USD 100,000 if the Insured was not made aware of the nature or type of Cargo to be handled and could not otherwise have known of the presence of such Cargo in the Insured's care, custody and control. The burden of proof in this respect shall be with the Insured.

Such coverage is subject to the terms, conditions and limitations of liability of the Insured's Trading Conditions.

- b) The Insured is not covered under this Section for any liability arising out of a provision in the Insured's Trading Conditions under which the Insured incurs liability without fault or negligence by the Insured.

第2章节：第三方责任保险

承保范围

按照**明细表**所列出**本保单**内的保险协议、规定、除外条款和定义，**保险人**同意补偿**被保险人**由**第三方**索赔的由于有关**受保服务**，

- (a) 法律强加给**被保险人的**；和/或
- (b) 在**受保合同**下强加给**被保险人的**，

责任原因，相关损害：

- (a) 死亡或人身伤害，或；
- (b) 财产损失，

产生的**最终净损失**。

此等损害由在**明细表**列出的保险期间的事故引起或产生，并在**保单明细表**列出的**保险地区**内发生。

本章节的承保范围不适用于超出**本保单**的任何其他地方的承保范围。

先决条件

保险人书面批准上述所指和在以下定义的**受保合同**是承保的先决条件。

除外条款

本章节不适用于任何实际的或指称的责任：

- a) 源自于违反合同的；
- b) 源自于职业病的；
- c) 源自于工伤赔偿，失业补偿或身体残障的法律，法规，规章或**雇主**责任的；
- d) 对于以下财产的损害：
 - (i) **被保险人**自有、长租、短租或使用的财产。在**明细表**中列出，**被保险人**自有、长租、短租或使用的的搬运货物设备，财产的损坏可按照**第六章**的**条款和规定**承保；
 - (ii) **被保险人的**照顾，保管或控制的。在**明细表**中列出，由**被保险人**照顾，保管或控制的**货物**的损害或损失可按照**第一章**的**条款和规定**承保；

Section 2: Third Party Liability Insurance

Coverage

Where stated in the Schedule, the Insurer agrees, subject to the insuring agreements, conditions, exclusions and definitions contained in the Policy, to indemnify the Insured for claims made by Third Parties in respect of Insured Services for Ultimate Net Loss by reason of liability:

- a) imposed upon the Insured by law, and/or;
- b) imposed upon the Insured under an Insured Contract.

For damages in respect of:

- a) death or bodily injury, or;
- b) property damage,

caused by or arising out of an Occurrence during the Policy Year as set out in the Policy Schedule and taking place within the Territorial Limits stated in the Policy Schedule.

Coverage under this Section shall not apply in excess of any other coverage elsewhere in this Policy.

Condition Precedent

It is a condition precedent for cover that Insured Contracts as referred to above and defined below are approved in Writing by the Insurer.

Exclusions

This Section does not apply to any actual or alleged liability:

- a) arising out of breach of contract;
- b) arising out of occupational disease;
- c) arising under any workers' compensation, unemployment compensation or disability laws, statutes, regulations or Employers' Liability;
- d) for damage to property:
 - (i) owned, leased, rented or occupied by the Insured. Where stated in the Schedule, property damage to handling equipment owned, leased, rented or occupied by the Insured can be covered in accordance with the Terms and Conditions of Section 6;
 - (ii) in the care, custody or control of the Insured. Where stated in the Schedule, the liability of the Insured for damage to or loss of Cargo in his care, custody or control can be covered in accordance with the Terms and Conditions of Section 1;

<p>e) 源自任何行为、疏忽、错误或疏漏、玩忽职守或专业失误、被指派或声称被指派或代表被保险人进行的受保服务。这除外条款不适用于所导致的身体伤害和/或财产损失。如明细表内所列出，被保险人从专业服务的任何行为、疏忽，错误或疏漏，专业失误或错误所引起的责任可以按照第三章的条款和规定承保；</p> <p>f) 有关法定机构强加于被保险人的金额。如明细表中规定，被保险人的这项责任可以按照第四章的条款和规定承保。</p> <p>g) 源自于被保险人或代表其拥有，占有或使用使用的任何机动车辆或移动设备而：</p> <p>(i) 须领取执照的；或</p> <p>(ii) 在公共道路上使用时</p> <p>h) 源自于在美国或加拿大的公共道路上的意外，涉及到由被保险人拥有的或租赁的拖车或底盘车或集装箱；</p> <p>i) 从危险货物而产生的，除非：</p> <p>(i) 保险人具体书面约定的；或</p> <p>(ii) 如果被保险人没获通知将搬运货物的性质或类型，或者无从知道这些由被保险人的照顾，监护和控制下的货物会出现。被保险人在此项应承担举证责任；</p> <p>j) 源自于被保险人制造，销售，处理或分销的商品或产品，或他人以其名义的贸易，包括所属的集装箱；</p> <p>k) 不论在任何时候产生或任何地方发生，由渗漏，污染或毒害所产生或引起的直接或间接人身伤害和/或财产损失。</p> <p>这除外条款不适用如被保险人证明已经满足下列所有的情况：</p> <p>(i) 发生在一个事故内的渗漏、污染或毒害；和</p> <p>(ii) 事故首次开始在本保单期间内可确认的具体日期；和</p> <p>(iii) 事故首次获被保险人发现是在其首次开始的60天内；和</p> <p>(iv) 保险人首次收到事故的书面通知是在被保险人首次发现事故的14天内；和</p> <p>(v) 事故不是由于被保险人的故意违反任何法律条文，规则，条例或法规所引起的。</p>	<p>e) arising from any act, negligence, error or omission, malpractice or mistake arising out of Professional Services, committed or alleged to have been committed by or on behalf of the Insured in the conduct of any of the Insured Services. This exclusion shall not apply to resulting bodily injury and/or property damage. Where stated in the Schedule, the liability of the Insured arising from any act, negligence, error or omission, malpractice or mistake arising out of Professional Services can be covered in accordance with the Terms and Conditions of Section 3;</p> <p>f) in respect of amounts imposed upon the Insured by an Authority. Where stated in the Schedule, this liability of the Insured can be covered in accordance with the Terms and Conditions of Section 4;</p> <p>g) arising from the ownership, possession or use by or on behalf of the Insured of any mechanically propelled vehicle or mobile plant:</p> <p>(i) which is required to be licensed, or;</p> <p>(ii) when in use on public roads;</p> <p>h) arising from an accident on public roads in the USA or Canada involving a Trailer or a Chassis or a container owned or leased by the Insured;</p> <p>i) arising from hazardous Cargoes, unless:</p> <p>(i) specifically agreed in Writing by the Insurer, or;</p> <p>(ii) the Insured was not made aware of the nature or type of Cargo to be handled and could not otherwise have known of the presence of such Cargo in the Insured's care, custody and control. The burden of proof in this respect shall be on the Insured;</p> <p>j) arising out of goods or products manufactured, sold, handled, or distributed by the Insured or by others trading under his own name, including any container thereof;</p> <p>k) for Bodily Injury and/or Property Damage directly or indirectly caused by or arising out of seepage, pollution or contamination however caused whenever or wherever happening. This exclusion shall not apply where all of the following conditions are shown by the Insured to have been met:</p> <p>(i) the seepage, pollution or contamination was caused by an Occurrence and;</p> <p>(ii) the Occurrence first commenced on an identified specific date during the period of this Policy and;</p> <p>(iii) the Occurrence was first discovered by the Insured within 60 days of such first commencement and;</p> <p>(iv) written notification of the Occurrence was first received from the Insured by the Insurer within 14 days of the Insured's first discovery of the Occurrence and;</p> <p>(v) the Occurrence did not result from the Insured's intentional violation of any statute, rule, ordinance or regulation.</p>
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纵使满足了以上 (i) 到 (v) 的条件, 本**保单**不适用以下任何实际的或指称的责任:

- (i) 以减少或调查威胁对第三方财产的渗漏或污染或沾污;
- (ii) 对**被保险人**现在或过去任何时候自有, 长租, 短租或占用过财产的渗漏, 污染或沾污;
- (iii) 源自操作, 加工, 处理, 储存, 和清理或倾倒任何废弃材料或物质或由于运输此等废料或物质。

- l) 作为不属承保地点土地或建筑物的业主或租赁人所负的任何责任。

第 3 章节: 职业责任保险

承保范围

按照**明细表**所列本**保单**内的保险协议、规定、除外条款和定义, **保险人**同意补偿**被保险人**在法律下必须支付的金额, 作为由**被保险人**或由**被保险人**在法律下负其疏忽行为、错误或疏漏责任的人在执行、疏于执行**专业服务**时, 无论是全部、部分的或共有的任何疏忽行为, 错误或疏漏所引致、产生或导致的损坏。

常设前提是在**专业服务**中的过失行为, 错误或遗漏是在保险期间内提供的。

规定

当提供的**受保服务**而**货物**由**被保险人**错误送递, 所涉及重新改道运到正确目的地的成本计算如下:

- a) 通过相同的运输方式从最初的收货地点到错误的交货地点的成本, 加上从错误的地点到正确的交货地点转送的成本, **减去**;
- b) **被保险人**的客户应付运费和/或其他费用以运输这些货品从收货地点到正确的交货地点。

Even if the above conditions (i) to (v) are satisfied, this Policy does not apply to any actual or alleged liability:

- (i) to abate or investigate any threat of seepage onto or pollution or contamination of the property of a third party;
- (ii) for seepage, pollution or contamination of property which is or was, at any time, owned, leased, rented or occupied by any Insured;
- (iii) arising out of the handling, processing, treatment, storage, and disposal or dumping of any waste materials or substances, or arising out of such waste materials or substances during transportation;
- l) for any liability as the owner or lessee of land or buildings which is not an insured location.

Section 3: Professional Liability Insurance

Coverage

Where stated in the Schedule, the Insurer agrees, subject to the insuring agreements, conditions, exclusions and definitions contained in the Policy, to indemnify the Insured for those sums which the Insured shall become legally obligated to pay as damages arising out of, caused by or resulting from, whether wholly, partially or concurrently, any negligent act, error or omission in rendering or failure to render Professional Services by the Insured or by any person for whose negligent act, error or omission the Insured is legally responsible.

Provided always that such negligent act, error or omission arose from Professional Services provided during the Policy period.

Conditions

Costs involved in re-routing Cargo to the correct destination when such Cargo has been misdirected by the Insured whilst providing an Insured Service are to be calculated as follows:

- a) the costs of transporting the Cargo by the same mode of transport as the original carriage from the place of receipt to the place to which it was misdirected plus the costs of onward carriage from the incorrect destination to the correct place of delivery, less;
- b) the freight and/or other charges due from the Insured's customer for transporting the goods from the place of receipt to the correct place of delivery.

除外条款

- a) 本章节不承保有关于法定机构强加给被保险人的金额的任何责任。
- b) 除非和保险人有书面的具体约定，在此章节下，关于下列货物的责任不承保：
 - (i) 纯种马，牲畜，植物和动物；
 - (ii) 国债，黄金，现金，债券，契约，支票，信用卡，借记卡，邮票，证券，手稿，文件和图；
 - (iii) 艺术品，古董文物，石雕工艺品；
 - (iv) 同一事故和/或同一地点和/或任同一运输时超过含关税和/或营业税 100,000 美元或其他等值货币价值的诱人盗窃货物。

尽管有上述规定，如果被保险人没有被告知货物的性质或类型，或者无法知道这个由被保险人照顾，监护和控制下的此等货物的状况，对被保险人就上述所列 (b) (i) 到 (b) (iii) 的货物的承运责任承保至 100,000 美元。被保险人在这方面承担举证责任。

此承保范围受被保险人的交易条件的条款，条件和责任限制的限制。

- c) 此章节不承保任何相关人身伤害，疾病，或死亡的责任。
- d) 此章节不承保任何相关财产损失的责任。

第4章节：罚金和关税保险

承保范围

按照明细表所列本保单内的保险协议，规定，除外条款和定义，保险人同意补偿被保险人在保险期间内法定机构强加于被保险人的相关金额，或者是在本保单到期后的 30 天内但相关的行为是在保险期间内发生的，并且对被保险人，或被保险人的代表由以下情况所造成的任何索赔、罚金或其他处罚的法律责但只限于以下原因：

- a) 货物的短交或溢卸；
- b) 不慎违反海关的进出口规定；

Exclusions

- a) This Section does not cover any liability in respect of amounts imposed upon the Insured by an Authority.
- b) Unless specifically agreed in Writing by the Insurer, the Insured is not covered under this Section for liability in respect of the following Cargo:

- (i) bloodstock, livestock, flora and fauna;
- (ii) treasury notes, Bullion, cash, bonds, deeds, cheques, credit cards, debit cards, stamps, securities, manuscripts, documents and plans;
- (iii) works of art, antiques, marble artefacts;
- (iv) Theft Attractive Goods when the value any one Occurrence, any one location and/or any one Conveyance exceeds USD 100,000 including duties and/or taxes, or the equivalent in other currencies.

Notwithstanding the above, the Insured shall be covered for their liability to Cargo listed in (b)(i) to (b)(iii) above up to a value of USD 100,000 if the Insured was not made aware of the nature or type of Cargo to be handled and could not otherwise have known of the presence of such Cargo in the Insured's care, custody and control. The burden of proof in this respect shall be with the Insured.

Such coverage is subject to the terms, conditions and limitations of liability of the Insured's Trading Conditions.

- c) This Section does not cover any liability in respect of Bodily Injury, sickness, disease or death of any person.
- d) This Section does not cover any liability in respect of Property Damage.

Section 4: Fines & Duties Insurance

Coverage

Where stated in the Schedule, the Insurer agrees, subject to the insuring agreements, conditions, exclusions and definitions contained in the Policy, to indemnify the Insured in respect of amounts imposed by an Authority during the Policy Period, or within 30 days after the expiration of the Policy Period but in respect of activities within the Policy Period, and which the Insured, or a person(s) acting on the Insured's behalf, becomes legally liable to pay in satisfaction of any claim or claims, fine or other penalty resulting from the following only:

- a) short or over delivery of Cargo;
- b) inadvertent breach of import or export customs regulations;

c) 非故意不符合相关货运文件的规定。

常设前提是此等索赔是源于**保险期间**内所提供的**职业服务**。

除外条款

- a) **对被保险人**不承保由美国联邦海事委员会，司法部，美国联邦贸易委员会，或药品执法机构所开出的罚款或罚金。
- b) **被保险人的**关税责任不受保障，除非这些责任是**被保险人**疏忽而导致的。
- c) 除获**保险人**书面具体同意，在此**章节**下，对**被保险人**不承保关于下列货物的责任：
 - (i) 纯种马，牲畜，植物和动物；
 - (ii) 国债，**黄金**，现金，债券，契约，支票，信用卡，借记卡，邮票，证券，手稿，文件和图；
 - (iii) 艺术品，古董文物，石雕工艺品；
 - (iv) 同一事故和/或同一地点和/或任同一**运输**时超过含关税和/或营业税 100,000 美元或其他等值货币价值的诱人盗窃货物。

尽管有上述规定，如果**被保险人**没有被告知货物的性质或类型，或者无法知道这个在**被保险人的**照顾，监护和控制下的此等货物的状况，对**被保险人**就上述所列 (c) (i) 到 (c) (iii) 的货物的承运责任承保至 100,000 美元。**被保险人**在这方面承担举证责任。

此承保范围受**被保险人的**交易条件的条款，条件和责任限制的限制。

第5章节：成本及费用保险

承保范围

按照**明细表**所列本**保单**内的保险协议，规定，除外条款和定义，**保险人**同意补偿**被保险人**关于：

- a) 为了减少其它**章节**下**被保险人**在本**保单**承保范围内的损失所产生必要的、合理的成本和/或费用；或

c) inadvertent failure to comply with regulations in respect of Cargo documentation.

Provided always that such claim arose from Professional Services provided during the Policy Period.

Exclusions

- a) The Insured is not covered for any fine or penalty imposed by the Federal Maritime Commission of the U.S.A., the Department of Justice, the Federal Trade Commission of the U.S.A., or the Drug Enforcement Agency.
- b) The Insured is not covered for customs liabilities except where such liability is as a result of negligence of the Insured.
- c) Unless specifically agreed in Writing by the Insurer, the Insured is not covered under this Section for liability in respect of the following Cargo:
 - (i) bloodstock, livestock, flora and fauna;
 - (ii) treasury notes, Bullion, cash, bonds, deeds, cheques, credit cards, debit cards, stamps, securities, manuscripts, documents and plans;
 - (iii) works of art, antiques, marble artefacts;
 - (iv) Theft Attractive Goods when the value any one Occurrence, any one location and/or any one Conveyance exceeds USD 100,000 including duties and/or taxes, or the equivalent in other currencies.

Notwithstanding the above, the Insured shall be covered for their liability to Cargo listed in (c)(i) to (c)(iii) above up to a value of USD 100,000 if the Insured was not made aware of the nature or type of Cargo to be handled and could not otherwise have known of the presence of such Cargo in the Insured's care, custody and control. The burden of proof in this respect shall be with the Insured.

Such coverage is subject to the terms, conditions and limitations of liability of the Insured's Trading Conditions.

Section 5: Costs and Expenses Insurance

Coverage

Where stated in the Schedule, the Insurer agrees, subject to the insuring agreements, conditions, exclusions and definitions contained in the Policy, to indemnify the Insured in respect of:

- a) costs and/or expenses necessarily and reasonably incurred in order to minimise a loss or losses under other Sections for which the Insured is covered under this Policy;

- b) 有关在本**保单**其他**章节**下**被保险人**受保障的任何实际或指称的责任，包括传票递送服务，仲裁机构程序和所有的**抗辩费用**的法律费用和开支。但只限于此等费用和开支在发生前预先得到**保险人**的书面批准，或由**保险人**以独有自由裁量权决定这些费用和开支应否获赔，
- c) 经**保险人**同意，以移除和/或处置属于客户的**货物**或者已涉及到事故的**受保设备**（不论是否承认责任）**被保险人**必须产生的成本和费用；
- d) 依**法定机构**的命令或**被保险人**有法律责任为熏蒸，消毒和检疫所产生的特别成本和费用；
- e) 除非在**明细表**中另有规定，在**保险期间**内，**保险人**在本章节的责任限额是每次事件和每一**保单年度**累积 50,000 美元、或其他等值货币。除非在**保单明细表**中另有规定，本章节下的承保范围仅限于发生在**保单年度**内并且须在**明细表**列明的**地区限制**或**保险地点**内的相关损失。
- f) 本章节下有关申报赔案的成本和费用必须在发生前通过**保险人**批准才可以在本**保单**下获赔；如果任何向**保险人**申报的原始索赔金额低于**明细表**中规定的**免赔额**，有关索赔的费用将 100%由**被保险人**承担。

可选择的附加承保范围

第6章节：机械设备保险 --- 货物运载和搬运设备的实质损坏

承保范围

按照**明细表**所列出本**保单**内的保险协议，规定，除外条款和定义，**保险人**同意补偿**被保险人**在**保险年度**内**明细表**中列明的**地区限制**内所发生的下列损失：

- a) 在**明细表**中列明的**受保设备**产生实质损失或损坏的一切风险。

- b) legal fees and expenses, including the service of suit, institution of arbitration proceedings and all Defence Expenses, relating to any actual or alleged liability for which the Insured is covered under other Sections of this Policy, but only to the extent that either such fees and expenses have been incurred with the prior approval of the Insurer in Writing or that the Insurer shall at his sole discretion have determined that the fees and expenses should be recoverable;
- c) costs and expenses necessarily incurred by the Insured, with the consent of the Insurer, for removing and/or disposing of Cargo belonging to a customer or an item of Insured Equipment, that has been involved in an accident, whether liability is admitted or not;
- d) exceptional costs and expenses incurred by the Insured for fumigation, disinfection or quarantine, following an order of an Authority or for which the Insured is legally liable;
- e) Unless otherwise stated in the Policy Schedule, the Insurer's limit of liability under this paragraph is USD 50,000, or the equivalent in other currencies, each incident and in the aggregate any one Policy Year. Unless otherwise stated in the Policy Schedule, cover under this Section is only in respect of losses occurring during the Policy Year and within the Territorial Limits or Insured Location as stated in the Policy Schedule.
- f) costs and expenses related to claims reported hereunder must be approved by Insurers prior to being incurred in order to be recoverable under the policy; if the gross settlement of any claim reported to Insurers falls below the applicable deductible specified in the policy schedule then any costs and expenses incurred in relation to such claim will be borne 100 % by the Insured.

Optional additional coverage

Section 6: Equipment Insurance- Physical Damage to Cargo Carrying and Handling Equipment

Coverage

The Insurer agrees, subject to the insuring agreements, conditions, exclusions and definitions contained in the Policy, to indemnify the Insured for losses occurring during the Policy Year within the Territorial Limits as specified in the Schedule for:

- a) All risks of physical loss of or damage to the Insured Equipment specified in the Policy Schedule.

b) 在此条款 (a) 项下产生的, 搬移**受保设备**的残骸和/或碎片所产生的成本和费用。承保范围限于在**明细表**列明的受损失或损坏**受保设备**的保险价值的 25%。在此款 (a) 和 (c) 项下, 保险人应付的赔偿不应超过**明细表**中列明的受损设备的保险价值。

c) **被保险人**对已损失或损坏**受保设备**相关按日支付到期租金 (租购除外) 的责任。当这些损失或损害的赔款是可从**保险人**获赔, 并且该等**受保设备**因此不能再由**被保险人**使用、或在到期或预期返还日交付出租人。除非另有书面约定, **保险人**每一事故的赔偿责任限于三十五天的补偿, 每日的补偿金额按**明细表**内列明。

规定

a) **保险人**只会当这些损失和损坏是源自外来原因, 才对**受保设备**的个别更换零组件或独立零组件作出赔偿。

b) 根据应从本**保单**回收修复和/或修理**受保设备**的成本, 除非这些成本超过**受保设备**的保险价值的80%, 否则不能按推定全损作出赔偿。在作此项决定时, 只能考虑有关单次**事故**的成本。

c) 对**被保险人**长期租赁或短期租用的**受保设备**, 申报价值须代表**被保险人**在长租或短租协议里的责任。至于其他**受保设备**, 向**保险人**所申报的价值必须代表申报时该等**投保设备**的市场价值。如果申报价值低于以上述价值, 赔偿将以申报价值和以上述价值同等比例降低。

d) 如果**受保设备**受租购协议或类似的协议约束, 在事先告知**保险人**的条件下, **受保设备**所有人的利益, 如需要时被视同已记录在案。

e) 有关直接由风灾 (包括但不限于, 飓风, 台风, 龙卷风, 暴风雪)、洪水、地震、海啸、和/或火山爆发所产生的损失和/或损害, 在每一连续72小时时段内所产生的损失和损坏构成单次**事故**。

b) Costs and expenses incurred in the removal of wreckage and/or debris of the Insured Equipment following loss or damage recoverable under paragraph (a) of this clause. Cover is limited to 25% of the insured value of the Insured Equipment so lost or damaged as stated in the Schedule. The indemnity payable by the Insurer under paragraphs (a) and (c) hereunder shall not however exceed the insured value of the lost or damaged equipment as stated in the Schedule.

c) The Insured's liability to pay lease per diem charges (other than in respect of lease purchase) due in respect of Insured Equipment that has been lost or damaged, when reimbursement for such loss or damage is recoverable from the Insurer, and such Insured Equipment is thus prevented from being used by the Insured or being redelivered to the lessor by the due or anticipated return date. Unless otherwise agreed in Writing, the Insurer's liability is limited to thirty-five days indemnity, each occurrence. The daily indemnity amount is as stated in the Schedule.

Conditions

a) Reimbursement for an individual replacement part or separate part of the Insured Equipment will only be made by the Insurer when such loss or damage has as its origin an external cause.

b) No claim for constructive total loss based upon the cost of recovery and/or repair of the Insured Equipment shall be recoverable under this Policy unless such cost would exceed 80% of the insured value of that Insured Equipment. In making this determination, only the cost relating to a single Occurrence shall be taken into account.

c) For Insured Equipment leased or hired by the Insured, the value declared must represent the Insured's liability under the lease or hiring agreement. For other Insured Equipment the value declared to the Insurer must represent the market value of the Insured Equipment at the time of declaration. If values declared are less than the values as described above, then any recovery hereunder shall be reduced by the same proportion that the declared values bear to the values as described above.

d) In the event of the Insured Equipment being subject to any hire purchase or similar form of agreement, then the interest of the owners of the Insured Equipment will be deemed to be noted if required, subject to prior advice to the Insurer.

e) In respect of loss and/or damage directly caused by wind (including but not limited to cyclone, typhoon, tornado, storm, hurricane), flood, earthquake, seaquake, tsunami and/or volcanic eruption, loss and/or damage caused during any one period of seventy-two (72) consecutive hours will constitute one Occurrence.

除外条款

本章节不保障以下直接或间接的损失或损坏：

- a) 损耗和/或逐渐退化，湿腐，干腐，霉，腐蚀，氧化和/或侵蚀。（就有关集装箱而言，这些语句被视为包括了意外或其它原因造成的损坏，而不影响集装箱的结构完整，内部管道，密水性或监管和/或评级的要求）；
- b) **受保设备**的固有缺陷和/或隐藏瑕疵或制造或设计的错误；
- c) 机械或电器中断或失灵，除非或除了损失来自**受保设备**以外的源头；
- d) 在任何**法定机构**的命令或命令下，对**受保设备**的破坏或损坏；
- e) 除非事先通知并取得**保险人**的书面同意，**被保险人**向第三方短期出租或长期出租的**受保设备**；
- f) 超出或违反安全装卸工作或负荷，和/或任何制造商设备操作的指导手册。

上述除外条款适用于不论任何的原因造成同时或导致的损失或损坏。

Exclusions

This Section does not cover loss or damage resulting directly or indirectly from:

- a) Wear, tear and/or gradual deterioration, wet rot, dry rot, mould, corrosion, oxidisation and/or erosion. (insofar as containers are concerned, such words are deemed to include damage, caused accidentally or otherwise, that does not affect the structural integrity, interior cube, water tightness or regulatory and/or classification requirements of the container);
- b) inherent vice and/or latent defect and/or fault in manufacture or design of the Insured Equipment;
- c) mechanical or electrical breakdown or malfunction, unless or except where the origin of loss is external to the Insured Equipment;
- d) destruction of or damage to the Insured Equipment, by or under the order of any Authority;
- e) Insured Equipment which has been hired or leased by the Insured to a Third Party, unless previously notified to and agreed in Writing by the Insurer;
- f) the safe working load or limits, and/or manufacturers' guidelines of any handling equipment being exceeded or breached.

All the above exclusions apply regardless of any other cause which contributes concurrently or in sequence to such loss or damage.

补偿

如遇某项**受保设备**赔偿，本**保单**的赔偿将不超过以下：

- a) 关于损坏或部分损失：
 - (i) 合理的维修成本但不超过损坏的**受保设备**的保险价值或损坏时的市场价值，两者以低者为准；
 - (ii) 有关短租或长租给**被保险人的受保设备**，合理的修理成本，但不超过按短租或长租协议中所规定的此等修理的应付金额。
- b) 关于全损：
 - (i) **受保设备**内受损项目的保险价值或在损失时的市场价值，两者以低者为准。
 - (ii) 关于短租或长租给**被保险人的受保设备**，按照短租或长租协议的规定该等全损的应付金额。
- c) 依照（a）段和（b）段的赔偿，但：
 - (i) **保险人**有绝对自由裁量权，去重置损失或损坏的**受保设备**或其任何部分；
 - (ii) 如**受保设备**的损坏需要更换一个或多个组件，并且**受保设备**投保低于重置价值时，**保险人**不应负责补偿**被保险人**超过相等于成本对重置价值的百分比。拆卸和重组的成本加合理的运费和/或载运费可获赔偿，但责任不能超过该项目的保险价值；
 - (iii) 销售残余物资所得金额的利益和其他同时进行的修复工程比例部分的利益应归于**保险人**，所有临时修理必须经**保险人**或其指定的检验师或工程师批准，如无批准，**保险人**对这些临时修理成本或源自或归因于这些临时修理的施工不足、不良工艺、错误施工或此等临时修理失败所产生的损失、损害或责任，将不负责。

Indemnity

In the event of a claim for an item of Insured Equipment, the indemnity under this Policy shall not exceed:

- a) In respect of damage or partial loss:
 - (i) the reasonable cost of repairs not exceeding the insured value of the item of Insured Equipment so damaged or the market value at the time of loss, whichever is the lesser;
 - (ii) in respect of Insured Equipment on hire or lease to the Insured, the reasonable cost of repairs not exceeding the amount payable for such repairs in accordance with the hire or lease agreement.
- b) In respect of total loss:
 - (i) the insured value of the item of Insured Equipment so lost or the market value at the time of loss, whichever is the lesser.
 - (ii) In respect of Insured Equipment on hire or lease to the Insured, the amount payable for such total loss in accordance with the hire or lease agreement.
- c) Indemnity as in sub paragraphs (a) and (b), but:
 - (i) at the absolute discretion of the Insurer, he may elect to replace any item of lost or damaged Insured Equipment or any part thereof;
 - (ii) in the event of damage to Insured Equipment that necessitates replacement of a part or parts and the Insured Equipment is insured for less than the replacement value, the Insurer shall not be liable to indemnify the Insured for more than the same percentage proportion of the cost of the replacement value. The cost of disassembly and reassembly plus reasonable freight and/or carriage charges will be reimbursed subject to liability not exceeding the insured value of the item;
 - (iii) the Insurer shall have the benefit of the proceeds of any salvage and the benefit of a rateable proportion of costs of other work undertaken at the same time as a repair is carried out; all temporary repairs must be approved by the Insurer or their appointed surveyor or engineer, failing which the Insurer will not be liable for the cost of such temporary repair or any further loss, damage or liability arising out of or attributable to the insufficiency of, bad workmanship, faulty execution or failure of such temporary repair.

第二部分：保单规定

1. 一般规定

- a) 有关仓储运作，**被保险人**保证不会向使用**受保服务**的当事人提供免责协议或补偿。
- b) 有关仓储运作，已记录在案和同意的是本**保单**不承保源自长期在露天货场仓储的任何损失或损坏。
- c) 有关公路运输运作，**被保险人**保证不会向使用**受保服务**的当事人提供免责协议或补偿。
- d) 盗窃条款：
对车辆在公共道路上或无安全措施的停车区域内因无人看管所导致的货物盗窃责任不予承保。作为本条款的解释，一个有安全措施的停车区域必须至少符合下列最低安全要求：
 - 进出管制；
 - 24小时监控；和
 - 设有周围围栏。
- e) 如果某一风险有潜在可能属于本**保单**内超过一个**章节**的承保范围，仅按与该风险最直接相关的**章节**承保。
- f) 有关公路运输运作，如有任何分包，需保证分包的拖车已有最低限额每次事故100,000美元的有效责任保险，并且原**被保险人**须检查分包商的保险安排。
- g) 有关公路运输运作，已记录在案和同意的是本**保单**不保障任何由于不适宜运行的运载卡车/拖车/运输工具用于安全搬运**货物**所产生的任何损失或损害，包括超出许可载量的**货物**超载。
- h) 有关公路运输运作，已记录在案和同意的是本**保单**不保障由于载货卡车、拖车的拥有人、经理人、承租人，经营者或操作人破产或无力偿债所产生的损失或损害。
- i) 有关公路运输运作，如果**被保险人**不按**交易条件**下进行交易，对货物损失或损坏的赔偿不能超过被损货物的毛重每公斤8.33 个特别提款权。
- j) 有关码头运作、装卸操作和设备的承保，要保证的是不能超过搬运设备的安全工作负荷。

Part 2: Policy Conditions

1: General Conditions

- a) In respect of warehouse operations, it is warranted that the Insured does not provide any hold harmless agreement or indemnities to principals using the Insured's services.
- b) In respect of warehouse operations, it is noted and agreed that this Policy does not cover any losses or damages arising out of long term storage in an open yard.
- c) In respect of road transport operations, it is warranted that the Insured does not provide any hold harmless agreement or indemnities to principals using the Insured's services.
- d) Theft clause:
Liability for theft of Cargo whilst a vehicle is left unattended on a public road or a non-secured parking area is not covered. For the purpose of this clause, a secured parking area must at least comply with the following minimum safety requirements:
 - entry and exit controls;
 - 24-hour supervision and;
 - perimeter fencing.
- e) Where a risk potentially falls into more than one Section of this Policy, cover shall only be provided under the Section which most directly relates to that risk.
- f) In respect of road transport operations, in case of any subcontracting, it is warranted that subcontracted road hauliers have liability insurance in place with a minimum limit of USD 100,000 any one occurrence and that the original Insured check the subcontractor's insurance arrangement.
- g) In respect of road transport operations, it is noted and agreed that this Policy does not cover any losses or damages arising out of unfitness of the carrying truck/trailer/conveyable for safe carriage of the Cargo including over-loading of Cargo beyond the permissible capacity.
- h) In respect of road transport operations, it is noted and agreed that this Policy does not cover any losses or damages in case of insolvency or financial default of the owners, managers, charterers or operators of the carrying truck, trailer.
- i) In respect of road transport operations, in the event that the Insured does not trade under Trading Conditions, the reimbursement for loss of or damage to goods will not exceed 8.33 SDR's per kilo gross weight of the goods lost or damaged.
- j) In respect of terminal operations, stevedore operations and equipment cover, warranted the safe working load of handling equipment is not exceeded.

- k) 本保险将**被保险人**作为**保险经纪**、中介或代理，特别是为客户提供运输险的操作/服务所导致的责任、费用和成本除外。
- l) 只有**被保险人的通用提单**包含 U.S. Security Clause，**被保险人在 U.S. Trade Act 2002**下所发生的任何责任才被承保。
- m) 理赔以及核保控制条款---仅适用于再保保单：
无论与本内容有任何冲突，本再保险对任何责任的先决条件是再保险分出人应当立即向再保险人提供所有在再保险项下为此损失提出索赔的有效信息，并且再保险人有权任命公估师、估值师和/或测量师和管控所有的谈判，和与此损失或损坏相关的调整和结算。无论与本内容有任何冲突，本再保险对任何责任的先决条件是任何增加，删除或修改原有的**保单**必须经得再保险人的**书面**同意。
- n) 假如提供此等保障、支付此等赔偿或提供此等利益可能使**保险人**触犯联合国决议下的任何制裁、禁止或限制，或欧盟、英国、法国和美国的贸易或经济制裁、法律或法规，**保险人**并无被视作提供保障，而且在这合同下**保险人**无责任支付任何赔偿或提供任何利益。

2: 被保险人的责任

- a) 犹如没有受保一样，**被保险人**有责任慎重行事，以及采取合理措施去减轻损失。没有遵守此责任可能损害**被保险人**从**保险人**那获得的全部或部分的赔偿。
- b) 保险不应因未知或超出**被保险人**控制的任何行为或疏漏或任何的变更而失效，但**被保险人在**获悉时应立即通知**保险人**并支付所需的增加保费。
- c) 如**被保险人**以较自己的**交易条件**下已实施的条件或当地或国际法律或公约所规定的更严格的条件分包**受保服务**的任何部分，除非事先获得**保险人**书面批准，此项下的承保范围限于分包商交易文件下的责任范围。

- k) This insurance excludes the liability, costs and expenses resulting from the Insured's operation/ services as an Insurance Broker, intermediary or agent in particular offering Cargo insurance to clients.
- l) Any liability incurred by the Insured under the U.S. Trade Act 2002 is only covered warranted the Insured's house bill of lading includes the U.S. Security Clause.
- m) Claims and Underwriting Control Clause – Applying to reinsurance policies only:
Notwithstanding anything herein contained to the contrary, it is a condition precedent to any liability under this reinsurance that the reinsured shall immediately furnish the Insurer with all the information available respecting such loss or losses which give rise to a claim under this reinsurance and the Insurer shall have the right of appointing adjusters, assessors and/or surveyors and to control all negotiations, adjustments and settlements in connection with such loss or losses. Notwithstanding anything herein contained to the contrary, it is a condition precedent to any liability under this reinsurance that any additions, deletions or amendments to the original Policy are to be agreed by THE INSURER in Writing.
- n) 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, France or United States of America.

2: Duties of the Insured

- a) It is the duty of the Insured to act prudently and as though uninsured and to take reasonable steps to mitigate the loss. Failure to comply with this duty may prejudice the Insured's ability to obtain reimbursement of a claim, wholly or in part, from the Insurer.
- b) Insurance shall not be invalidated by any act or omission or by any alteration unknown to or beyond the control of the Insured, provided that the Insured shall give notice to THE INSURER immediately it comes to the notice of the Insured and any required additional premium is paid.
- c) In the event the Insured sub-contracts any part of the Insured Services on conditions that are more restrictive than those accepted by the Insured under his own Trading Conditions or as may be imposed under national or international law or convention, cover hereunder is limited to the liability regime provided for under the sub-contractor's trading documents, unless prior written approval is obtained from THE INSURER.

3: 信息

- a) 不管是否被提问，**被保险人**应该向**保险人**公开所有可能影响到**保险人**判断接受风险或实施特别条款和条件的重要信息，而**被保险人**是受合理期望知道这些信息。
- b) 先决条件是所有**被保险人**所给的细节和信息是真实的，与**被保险人**所知道的或经过合理尽职核实后是一致的。
- c) 所有的细节和信息在申请保险时应组成保险合同的基础，如果这些细节和信息是虚假的，或误导的，**保险人**有权令保险失效。

4: 记名被保险人

- a) 任何**保单**在一个或以上的**被保险人**的名下（以下简称**记名被保险人**），他们连带和个别承担支付所有保费和欠**保险人**相关此等保险其他的款项。**记名被保险人**中的任何一个收到**保险人**开出的应付金额均被视作所有**记名被保险人**已收到，并且完全解除**保险人**相关付款的责任。
- b) 任何**记名被保险人**没有向**保险人**提供所知的重要信息将被视作所有**记名被保险人**的失误。
- c) 除非**保险人**另有书面约定，所有来自或代表**保险人**的通讯将发给在**明细表**上列出的首名**被保险人**，并且被视为已经获所有**记名被保险人**知悉，并且任何该**被保险人**给**保险人**的通讯应被视为已被所有**记名被保险人**全面认可和授权。

5: 无力偿债

被保险人无力偿债、破产、或任何拒绝或无力付账不得应用于：

- a) 减少以下**条件**第12所列的免赔额。
- b) 增加**保险人**在本**保单**下的责任。
- c) 因为**被保险人**无力偿债，破产或受接管而解除**保险人**在本**保单**下的付款。

3: Information

- a) The Insured shall disclose to THE INSURER all material information, whether or not requested by them, that the Insured could reasonably be expected to know might affect the judgment of the Insurers in accepting the risk or in imposing special terms and conditions.
- b) It is a condition precedent that all particulars and information given by the Insured are true in so far as the same are within the Insured's knowledge or could, with reasonable diligence, have been ascertained.
- c) All particulars and information given at the time of application for Insurance shall form the basis of the contract of insurance and if such particulars and information are false, or misleading, the Insurer has the right to avoid the insurance.

4: Named Insured(s)

- a) Where any Policy is in the names of more than one Insured (hereinafter referred to as Named Insured(s)), they shall be jointly and severally liable to pay all premiums and other sums due to the Insurer in respect of such Insurance. The receipt by any one such Named Insured of any sum payable by the Insurer shall be deemed to have been received by all Named Insured(s) and shall fully discharge the Insurer in respect of such payment.
- b) Failure by any Named Insured to disclose to the Insurer, material information within their knowledge shall be deemed to be failure of all the Named Insured(s).
- c) Unless the Insurer has otherwise agreed in Writing, all communication from or on behalf of the Insurer shall be sent to the Insured appearing first on the Policy Schedule and shall be deemed to be within the knowledge of all the Named Insured(s) and any communication from such Insured to the Insurer or to the Insurer shall be deemed to have been made with the full approval and authority of all the Named Insured(s).

5: Insolvency

The insolvency, bankruptcy, receivership or any refusal or inability to pay of the Insured shall not operate to:

- a) Deplete the deductible as set out in Condition 12 below.
- b) Increase the Insurer's liability under this Policy.
- c) Relieve the Insurer from payment under this Policy because of the insolvency, bankruptcy or receivership of the Insured.

6: 取消

任何一方以30天书面通知邮寄到另一方的最近所知地址便能随时取消保单。如果本**保单**由**被保险人**取消，并且在**保险期间**没有索赔前提下，已赚保费按照如下所示的常规短期费率表计算，如果保单是由**保险人**取消，已赚保费将按比率计算。

7: 短期费率表注销条款

- 1) 如果本**保单**已生效12个月或不到，按照短期费率表适用为期一年的保险费。
- 2) 如果本保单已生效超过12个月，而保费已按原保险期间全额预付：
 - a) 以承保为期一年的保险确定一整年保费；
 - b) 从全额保费中减去此年保费，再基于保险生效超过一年的期间对比于原承保保险的超过一年的期间的比率，从余额计算按比例的已赚保费；
 - c) 按照（a）和（b）项所获得整个保险生效期间的已赚保费相加。
- 3) 如果本**保单**生效超过12个月，而保费按分期付款支付：
 - a) 确定取消保单生效所在的**保险期间**内的一整年保费；
 - b) 按照短期费率表，从以上（a）项所确定的，计算保费的已赚部分，所计算出来的已赚保费和**被保险人**在取消保单生效所在的**保险期间**内实际已付保费的差额须退还给**记名保险人**，双方理解和同意支付任何在取消保单生效所在的**保险期间**前的任何**保险期间**的保费是属**保险人**十足已赚并应予保留。

6: Cancellation

The Policy may be cancelled at any time by either party giving 30 days notice in Writing by post to the last known address of the other party. If the Policy is cancelled by the Insured, provided there has been no claim during the Policy Period, the earned premium shall be computed in accordance with the customary short rate table as stated below. If the Policy is cancelled by the Insurer, the earned premium shall be computed pro rata.

7: Short Rate Table Cancellation Clause

1. If this Policy has been in force for 12 months or less, apply the short rate table to the full annual premium determined as for an insurance written for a term of one year.
2. If this Policy has been in force for more than 12 months with premium pre-paid in full for the original period:
 - a) determine full annual premium as for an insurance written for a term of one year;
 - b) deduct such premium from the full insurance premium and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the insurance was originally written;
 - c) add premium produced in accordance with items (a) and (b) to obtain earned premium during full period insurance has been in force.
3. If this Policy is in force for more than 12 months and premium paid in instalments:
 - a) determine full annual premium for the Policy Period in which cancellation is effective;
 - b) calculate the earned portion of the premium determined under (a) above based upon the short rate table and the difference between the earned premium thus calculated and the premium actually paid by the Insured for the Policy Period during which cancellation was effected shall be returned to the Named Insured it being understood and agreed that any premium for any Policy Period prior to the Policy Period in which cancellation is effective is fully earned and shall be retained by the Insurer.

8: 由于未支付保费的保单注销

尽管有第6条规定:

- a) 当**保险人**未在**保险人**允许的时间内从**被保险人**收到规定的、**保险人**说明欠其的和要求**被保险人**支付的十足的任何金额, **保险人**可以给**被保险人**书面通知:
 - (i) 要求他在通知中指定的日期前, 从通知之日起不少于七日内支付这笔金额; 并且
 - (ii) 通知他如果他未能在指定日期或以前全额支付这笔金额, 无需要进一步的通知或正式手续, 他的保险将被撤销。
- b) 如果**被保险人**未能遵守**保险人**根据以上(a)段发出的通知要求, **被保险人**的保单将按照通知中所说明的被撤销。
- c) 根据以上(a)段取消的保险, 对该保险下在取消日**保险人**仍未付的索赔, **保险人**停止承担任何和全部赔偿的责任, 不论此索赔是否发生在取消日期当日或以前或即使在上个**保险年度**。
- d) **被保险人的**保单可以按本条款的规定取消, 不论这个保险是否在取消日期当日有效或已经停止, 或已根据保单的其它条款被终止或取消。

9: 索赔

- a) 除非**保险人**同意, 先决条件是, 一旦有意外或事故, **被保险人**应尽快, 但无论如何不得超过在知悉可能引致赔偿的事故或事件后30天, 发出有关通知和所有已知详情给**保险人**或他们指定的理赔代表。适用于所有司法管辖, 每封信、传真、电子邮件、通知、令状、传票或相关程序文件需在收到时立即通知或转递给**保险人**或其理赔代表。首要的是有关渗漏和污染的具体报案程序仍然按照除外条款第二章的(k)段所描述的进行。
- b) 无**保险人**或他们的理赔代表的书面同意, **被保险人**或其代表不可承认责任、提出报价、作出承诺、付款或补偿。

8: Cancellation of insurance because of non-payment of premium

Notwithstanding the provisions of Condition 6:

- a) When the Insurer has not received from an Insured within the time permitted by the Insurer payment in full of any amount which the Insurer has stated to be due to it and has required the Insured to pay, the Insurer may give the Insured notice in Writing:
 - (i) requiring him to pay such amount by any date specified in such notice, not being less than seven days from the date on which the notice is given, and;
 - (ii) informing him that if he fails to pay such amount in full on or before that date so specified, his insurance shall be cancelled without further notice or other formality.
- b) If an Insured fails to comply with the requirements set out in any notice issued by the Insurer in accordance with paragraph (a) above, that Insured's Policy shall be cancelled as specified in such notice.
- c) Upon the cancellation of the insurance in accordance with paragraph (a) above, the Insurer ceases to be liable for any and all claims under such insurance which are unpaid by the Insurer at the date of cancellation, whether or not such claim has arisen on or before the date of cancellation or even in a prior Policy Year.
- d) An Insured's Policy may be cancelled as provided in this condition, irrespective of whether that insurance is current on the date of the cancellation or has ceased, been terminated or cancelled in accordance with any provision of this Policy.

9: Claims

- a) Unless otherwise agreed by the Insurer, it is a condition precedent that in the event of an accident or occurrence, the Insured shall as soon as possible, but in any case no later than 30 days after becoming aware of an incident or event likely to give rise to a claim, give notice thereof to the Insurer, or their named claims representative, together with all known details. Applicable to all jurisdictions, every letter, fax, e-mail, notice, writ, summons and process relating thereto shall be notified or forwarded to the Insurer or their claims representative immediately on receipt. The specific reporting procedures for seepage and pollution as described in paragraph (k) of the Exclusions in Section 2 remain paramount.
- b) No admission, offer, promise, payment or indemnity shall be made or given by, or on behalf of the Insured without the written consent of the Insurer or their claims representative.

- c) **保险人**有权以**被保险人**的名义取得或进行任何对索赔的抗辩，或以**被保险人**的名义提出诉讼，按他们自身利益索取补偿或索赔损失或其他，并且应有绝对自由裁量权处理任何索赔程序或和解。
- d) 在已经支付授予**被保险人**保险所引致的赔偿后，为了**保险人**可能有权以代位求偿向其他方面执行任何权利和补救措施、或获得宽免或补偿，特别须尽力申请展期，以防追偿超越时限，**被保险人**应当在任何时候进行、同意进行和同意接受所有必须或应**保险人**要求的行为。不论这些行为变成必须或收到要求是在**被保险人**获得**保险人**赔偿以前或之后。
- e) 假如**被保险人**选择有关本**保单**补偿的全部或部分裁决不提起上诉，与**被保险人**商议后，**保险人**可以选择以自身的成本和费用进行此等上诉，并且应负责为此等上诉附带出来所裁定成本和支出和任何增加利息。在这保单下所涉及的全部或部分的赔偿，**保险人**可以和**被保险人**协商。在任何情况下**保险人**的责任不得超出**明细表**中所列出的责任限额加上这些成本、费用，代支和利息。
- f) 本保险是一个补偿合同，除非**保险人**另有决定，**被保险人**在本**保单**下获得补偿的权利的先决条件是**被保险人**应当有支付责任并且事实上已经支付了这个赔偿。（先付才受原则）。
- g) 假如从其他方面获得有关赔偿的摊还，**保险人**应获退还或贷记这个摊还的款项，金额最高至包括成本和费用的已付全部金额、或**保险人**的应付帐款。假如摊还款项超过**保险人**的已付或应付金额，这些盈余须退还或贷记给**被保险人**最高至**被保险人**已付或应付的全部金额。
- h) 如果任何摊还所获超过**保险人**和**被保险人**包括成本、费用的共同已付或应付的金额，在评估可能已损失或预期应赚利息的金额后，这些盈余须平分给**保险人**和**被保险人**。如果任何摊还所得低于**保险人**已付或应付的金额，则这些摊还将全部支付给**保险人**。

- c) The Insurer shall be entitled to take and conduct, in the name of the Insured, the defence of any claim or to prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim.
- d) The Insured shall at all times do and concur in doing and permit to be done all such acts as may be necessary or required by the Insurer for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity, especially to ensure that time extensions are requested in an endeavour to prevent claims becoming time barred, from other parties against whom the Insurer could or would become entitled to be subrogated upon settling any claim arising under insurance granted to the Insured, whether such acts shall become necessary or required before or after indemnification of the Insured by the Insurer.
- e) In the event the Insured elects not to appeal a judgment in which may, in whole or in part, involve indemnity under this Policy, the Insurer may, following discussion with the Insured, elect to make such appeal at their own cost and expense and shall be liable for the taxable costs and disbursements and any additional interest incidental to such appeal. In no event shall the liability of the Insurer exceed the relevant limits of liability set out in the Policy Schedule plus such costs, expenses, disbursements and interests.
- f) Insurance hereunder is a contract of indemnity and unless the Insurer otherwise decide, it is a condition precedent to an Insured's right to obtain indemnity under this Policy that the Insured shall become liable to pay and shall in fact have paid such claim (Pay to be Paid rule).
- g) In the event of a recovery being obtained from another party in respect of any claim, the Insurer shall be reimbursed or credited with the proceeds of such recovery up to the full amount paid including costs and expenses, or payable by the Insurer. Should the recovery proceeds exceed the amount paid or payable by the Insurer, any such surplus shall be reimbursed or credited to the Insured up to the full amount so paid or payable by the Insured.
- h) If any recovery obtained exceeds the amounts paid or payable by both the Insurer, including costs and expenses, and the Insured, such surplus shall be equally divided between the Insurer and the Insured after assessing the interest that could have been earned on any amounts lost or expected. If any recovery obtained is less than the amounts paid or payable by the Insurer then such recovery will be paid in full to the Insurer.

- i) 无论何时**被保险人**收到书面要求赔偿损失，最终由**被保险人**支付一笔无论金额的赔偿解决了。如果本**保单**只保障其中一部分，任何**抗辩费用**的百分比应由本**保单**保障的这些金额部分除以**被保险人**支付的总金额计算。
- j) 不论是金额或其他，如果**被保险人**提出任何索赔而知道此等是虚假或欺骗的，保险应变为无效并且须要自始撤消。所有不论是否在同一**保险年度**的其他的索赔将丧失。

10: 律师或其它人员的聘用

- a) 在本文下无放弃**保险人**的任何权利或补救措施，**保险人**可以随时以**被保险人**的名义按他们认为合适条件委任并聘用律师，检验师或其他人（即使**被保险人**此前已经委托了其他律师，测检验师或其他人）以处理在**被保险人**的保险承保内任何可能引起索赔的事务，包括但不限于调查、或对任何事情提供意见、进行或抗辩有关此等的法律或其他程序。**保险人**也可以在认为适当的时候停止这些聘用。
- b) 与某一特定案件有关的法律，检验和别的成本和费用，只有在条件是：所有的律师、检验师和其他受聘人员与此等相关的聘用已获**保险人**事先的书面同意或者由**保险人**按照上述段落10（a）所聘，才能从**保险人**获赔。
- c) 所有以**被保险人**的名义由**保险人**指派的或者**被保险人事先征得保险人**书面同意而聘用的律师，检验师和其他的人员，须一直或被视为按以下条件委托和聘用：
 - (i) 如果**保险人**和**被保险人**任何一方提出请求（不损害其按任何其它理由退出此事宜的权利），或如果这些人员考虑到在**被保险人**和**保险人**之间已经产生或可能产生利益冲突，他们有权从这事宜中退出；

- i) Whenever any written demand received by the Insured for damages is finally resolved by a payment by the Insured which, regardless of the amount thereof, is only covered in part by this Policy, then the percentage of any Defence Expenses shall be calculated by dividing that part of such payment which is covered by this Policy by the total amount paid by the Insured.
- j) If the Insured shall make any claim knowing the same to be false or fraudulent, as regard to the amount or otherwise, insurance shall become void and shall cease forthwith. All other claims shall be forfeited, whether or not relating to the same Policy Year.

10: Employment of Lawyers and Other Persons

- a) Without waiving any of the Insurer's rights or remedies hereunder, the Insurer may at any time appoint and employ on behalf of the Insured, on any terms they may consider to be appropriate, lawyers, surveyors or other persons (notwithstanding that other lawyers, surveyors or other persons have previously been appointed by the Insured) for the purpose of dealing with any matter likely to give rise to a claim under the Insured's insurance cover, including, but not limited to, investigating, or advising on any matters and taking or defending legal or other proceedings connected therewith. The Insurer may also discontinue such employment as they may consider being appropriate.
- b) The legal, survey and other costs and expenses incurred in connection with a particular case shall only be recoverable from the Insurer on the condition that all lawyers, surveyors and other persons employed in connection therewith are appointed with the prior consent of the Insurer, or by the Insurer in accordance with the preceding paragraph 10 (a).
- c) All lawyers, surveyors and other persons appointed by the Insurer on behalf of an Insured or appointed by an Insured with the prior written consent of the Insurer shall at all times be and be deemed to be appointed and employed on the condition:
 - (i) that (without prejudice to their right to withdraw from the matter on any other grounds) they shall be entitled to withdraw from the matter if either the Insurer or the Insured so requests or if such person considers that a conflict of interest has arisen or may arise between the Insured and the Insurer so that he ought to withdraw from the matter;

- (ii) 这些由**被保险人**委派的人一直（无论是在行事时，和从事件中退出后）就此事件给**保险人**建议和报告，而无需事先通知**被保险人**；
- (iii) 无需事先通知**被保险人**，他们将向**保险人**提供所拥有或控制与这些事宜有关的任何文件或信息，犹如这些人员已受聘和一向受聘代表**保险人**，无论任何的这些意见、报告、文件和信息，可能另外成为法律或其他任何形式特权的对象。

11: 补偿限额

- a) **保险人**去补偿**被保险人**由任一**事故**引起的损失和/或损坏和/或受保责任的责任须以**明细表**内所示的各个限额为准。
- b) 当两个或以上**记名被保险人**同受保障，并且按此在同一**保单**中列出，上述所示的**补偿限额**将适用于所有**记名被保险人**总体按任一**事故**累积计算。包括或增加超过一个的**记名被保险人**并无增加**保险人**在**明细表**中列出的**补偿限额**。
- c) 不同的**补偿限额**适用于**保险人**在不同**章节**的承保范围，假如一个**事故**导致损失和/或损坏和/或涉及**被保险人**责任，各特定的**补偿限额**将适应于各特定的**章节**，但所有适用于各**章节**的各个限额总和不能超过总体的**补偿限额**。

12: 免赔额

- a) 本合同下的保险将以**明细表**所示的各个免赔额为准。
- b) 除非另有具体相反证明，免赔额须适用于每个和每次**事故**。
- c) 假如一个**事故**导致了单次赔偿，而适用几个不同的免赔额，适用的总免赔额不应大于最高的适用免赔额。

- (ii) that they have been instructed by the Insured at all times (both while so acting and after having withdrawn from the matter) to give advice and to report to the Insurer in connection with the matter without prior reference to the Insured;
- (iii) that they are to produce to the Insurer without prior reference to the Insured any documents or information in their possession or power relating to such matter as if such person had been appointed to act and had at all times been acting on behalf of the Insurer and notwithstanding that any such advice, reports, documents or information would otherwise be the subject of legal or any other form of privilege.

11: Limits of Indemnity

- a) The Insurer's liability to indemnify the Insured for loss and/or damage and/or liability insured, arising out of any one Occurrence shall be subject to the limits shown in the Policy Schedule.
- b) When two or more Named Insured(s) are covered and are stated as such in a single Policy, limits of indemnity shown therein will be applicable overall to all Named Insured(s) in aggregate in respect of any one Occurrence. The inclusion or addition of more than one Named Insured shall not increase the Insurer's limits of indemnity as set out in the Policy Schedule.
- c) When different limits of indemnity are applicable to various Sections of the Insured's cover, in the event of an Occurrence causing loss and/or damage and/or involving liability of the Insured, the specific limits of indemnity will apply to the specific Sections, provided the sum of limits applied for all Sections does not exceed the overall limit of indemnity.

12: Deductibles

- a) Insurance hereunder will be subject to deductibles shown in the Policy Schedule.
- b) The deductible shall apply to each and every Occurrence, unless specifically shown to the contrary.
- c) In the event of an Occurrence giving rise to a single claim where several different deductibles are applicable, the total deductible to be applied shall be no greater than the highest applicable deductible.

13: 保险的转让和赔款收款人

转让

- a) **被保险人**不得将其保障的利益转让或给予分包商或任何其他人，并且这些自称的转让或代位权不能以任何方式约束**保险人**。
- b) 除非并且直到转让人已通知**保险人**，而**保险人**按绝对自由裁量权已书面批准这个转让，本保单下的任何利益转让都不是有效的。

赔款收款人

本条款仅适用于第6章节。如果适用，按照第6章节下的条件的段落（d）的条文，又如果**被保险人**另外提出要求，按照以**保险人**可接受和/或**保险人**同意的所需条款，**受保设备**的所有者和/或抵押权人可以被指定为赔款收款人。在这种情况下，受**被保险人**的保险条款和条件和这里的**条款和条件**所限，**保险人**应按此支付给赔款收款人。**保险人**对**被保险人**赔偿损失的责任在赔款支付给收款人之后应全面和不可撤销地最终解除。

14: 保险经纪人或其他中介

- a) 在**被保险人**聘用**保险经纪人**或其它中介代表他或她谈判和行事时，这个**保险经纪人**或其他中介一直是**被保险人**的代理人，并且永不是**保险人**的代理人。
- b) **被保险人**支付全额保费的责任，不因已付款给**保险经纪人**或其他中介而解除。当**保险经纪人**或其他中介支付没有对冲或扣除的全额保费给**保险人**，**被保险人**才能解除他的付保费责任。
- c) **保险人**对**被保险人**支付赔偿的责任应在支付给**被保险人的保险经纪人**或其他中介时解除。
- d) 除非并且**保险人**已经书面通知了**保险经纪人**或其他中介的条件下，**保险人**不被视为已经授权给**被保险人的保险经纪人**或其它中介去确认**保险人**已经承保。

13: Assignment of Insurance and Loss Payee

Assignment

- a) An Insured shall not assign or give the benefits of its cover to sub contractors or any other person and no such purported assignment or subrogation shall bind the Insurer in any way whatsoever.
- b) No assignment of any interest under this Policy shall have any effect unless and until the Assignor shall have notified the same to the Insurer and the Insurer shall in its absolute discretion have approved the assignment in Writing.

Loss Payee

The provisions of this sub clause only apply to Section 6. In accordance with the provisions of paragraph (d) of the Conditions under Section 6 if applicable, and if as otherwise may be requested by the Insured, an owner and/or mortgagee of Insured Equipment may be named as a loss payee in accordance with a required clause acceptable to the Insurer and/or as may be agreed by the Insurer. In these circumstances the Insurer shall pay the loss payee accordingly, subject to the terms and conditions of the Insured's cover and these Terms and Conditions. Payment of a loss shall fully and irrevocably finally discharge the Insurer from any liability to the Insured in respect of their loss paid to the loss payee.

14: Insurance Brokers or Other Intermediaries

- a) Where an Insured employs an Insurance Broker or other intermediary to negotiate and to act on his or her behalf, such Insurance Broker or other intermediary is at all times the agent of the Insured and is never the agent of the Insurer.
- b) The Insured's liability to pay the full amount of premium shall not be discharged by payment to the Insurance Broker or other intermediary. The Insured shall only be discharged from its liability to pay premium when the Insurance Broker or other intermediary pays the full amount of the premium to the Insurer without set-off or deduction.
- c) The Insurer's liability to the Insured to pay claims shall be discharged to the Insured on payment to the Insured's Insurance Broker or other intermediary.
- d) The Insurer shall not be deemed to have delegated authority to the Insured's Insurance Broker or other intermediary to confirm that the Insurer is on risk unless and to the extent that the Insurer shall have advised the Insurance Broker or other intermediary in Writing.

15: 通知

- a) 在这些条款和条件下所需送达给保险人的通知可以已付邮资的信件邮寄或通过传真信息注明由保险人收件。
- b) 在这些条款和条件下所需送达给被保险人的通知可以已付邮资的信件按照在保单中显示这些被保险人的地址邮寄或传真信息或电子邮件注明由这些被保险人收件。假如有多名记名被保险人，通知应被送达到保单中列在首位的被保险人，并且此送达应是对所有记名被保险人的充分送达。
- c) 任何通知或其他文件如果通过邮寄送达的应该被视为在寄出该信件当天后的第二天已经被送达，并且在证明此等送达时，这个包含通知的信件已适当地写上地址并且放在一个已付邮资的信封里寄出应是充分证明。任何通过传真机或电子邮件发送的通知应被视为在发送当天就已送达，并且传真信息或电子邮件已被恰当地发送应是充分证明。

16: 法律适用及争议解决

- a) 本保单下的任何争议适用保单明细表所示法律，包括和并不限于保单的构成，有效性，违约或终止。
- b) 源自或依照本保单或涉及到其违约、终止、构成或有效性和不管是在本保险的持续期或已到期或终止以后，保险人和被保险人之间的任何争议或分歧，须在中国北京仲裁解决—除非另有约定—适用被视为并入本条的北京中国国际经济贸易仲裁委员会（CIETAC）的仲裁规则。
- c) 仲裁员的人数应是壹位并由中国国际经济贸易仲裁委员会委任，而在仲裁程序中被使用的语言应是英文和中文。
- d) 除非仲裁各方另有约定，仲裁庭应由具有不少于十年保险行业经验的人组成。
- e) 所有的仲裁费用应随仲裁庭决定指示由何方，以何方式须要支付。

15: Notices

- a) A notice which is required under these Terms and Conditions to be served on the Insurer may be **served by sending it through the post in a prepaid letter or by sending it by facsimile message** addressed to the Insurer.
- b) A notice required under these Terms and Conditions to be served on an Insured may be served by sending it through the post in a prepaid letter or by sending it by facsimile message or electronic mail addressed to such Insured at his address as appearing in the Policy. In the case of Named Insured's, a notice shall be served on the Insured listed first on the Policy and such service shall be sufficient service upon all Named Insured's.
- c) Any notice or other document if served by post shall be deemed to have been served on the second day following the day on which the letter containing the same was put in the post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post in a pre-paid envelope. Any notice served by facsimile machine or by electronic mail shall be deemed to have been served on the day it was despatched and in proving such service it shall be sufficient to prove that such facsimile message or electronic mail was duly despatched.

16: Governing Law and Dispute Resolution

- a) Any dispute under this Policy shall be governed in every aspect by and construed exclusively in accordance with the law of the country as specified in the **Policy Schedule** including, without limitation, its formation, validity, breach or termination.
- b) Any dispute or difference between the Insurer and an Insured arising out of or in accordance with this policy or concerning its breach, termination, formation or validity and whether arising during the continuance of this Insurance or after it shall have expired or been terminated shall be determined by arbitration in Beijing, China – unless otherwise agreed – in accordance with the Rules of the China International Economic and Trade Arbitration Commission (CIETAC), Beijing which rules are deemed to be incorporated by reference into this Clause.
- c) The number of arbitrators shall be one to be appointed by CIETAC and the language to be used in the arbitral proceedings shall be English and Chinese.
- d) Unless the parties otherwise agree the arbitration tribunal shall consist of person with not less than ten-year experience of insurance.
- e) All costs of the arbitration shall be at the discretion of the arbitration tribunal who may direct to and by whom and in what manner they shall be paid.

f) 仲裁庭的裁决应以**书面**形式并对仲裁各方有约束力。如果任何一方未能履行裁决，另一方可以向未履行方居住的或有资产的或有业务所在地有具司法管辖权的法院申请强制执行。

17: 记录检查

被保险人的记录，只要涉及属于本**保单**的范围以内的风险，应在正常办公时间内开放给**保险人**授权的代表检查，但须事先通知。这种检查应在**被保险人**的办公室进行，并在本保险或其下的责任持续期间内。

18: 修订和更改

以通讯和/或经纪人的投保书批单而获同意对本**保单**的任何修改和/或更改，应自动按此产生约束力，除非双方对此另有协议，亦应由双方交换签署的文件作正式记录，或开具作为属此不可分割部分的批单或附录。

19: 可分割性

如果因为任何原因，本**保单**的任何部分无效或不能强制执行，双方同意这些部分不应影响属此合同其余部分的有效性或可执行范围。再进一步，经各方对此同意，如果属此合同的任何条文被判决为无效或不能强制执行，为了实施本**保单**，该条文或该等条文应被视为已删除，而该删除应只适用于在产生这些判决的特定司法管辖权以内有关这些条文的运作；但进一步，在此合同的任何条文被视为受限制而不能强制执行的范围内，对此各方同意在这些司法管辖权内寻求同样条文应于法律和公共政策下最大容许范围内予以执行。

20: 协会核辐射污染、化学武器、生物武器、生化武器和电磁武器除外条款

本条款应是首要的并且超越于其他一切情况的，包括任何在与本**保单**中不一致的地方：

f) The award of the arbitration tribunal shall be in Writing and binding upon the parties who consent to carry out the same. If either of the parties should fail to carry out any award, the other may apply for its enforcement to a court of competent jurisdiction in any territory in which the party in default is domiciled or has assets or carries on business.

17: Inspection of Records

The records of the Insured, so far as they concern the risks falling within the scope of this Policy, shall be open to the inspection of an authorised representative of the Insurer during normal office hours, subject to prior notice. Such inspection shall take place at the offices of the Insured during the continuance of this Insurance or any liability hereunder.

18: Amendments and Alterations

Any amendments and/or alterations to this Policy that are agreed, either by correspondence and/or broker's slip endorsement, shall be automatically binding hereon and unless otherwise agreed by the parties hereto shall be formally documented by an exchange of correspondence signed by the parties or by the issue of an endorsement or addendum which shall be considered to form an integral part hereof.

19: Severability

If for any reason any portion of this Policy shall be held invalid or unenforceable, it is agreed that the same shall not affect the validity or enforceability of the remainder hereof. Further, the parties hereto agree that if any provisions hereof shall be adjudicated to be invalid or unenforceable, such provision or provisions shall be deemed deleted from for purposes of enforcing this Policy and such deletion shall apply only with respect to the operation of such provision in the particular jurisdiction in which such adjudication is made; provided, further, to the extent any provision hereof is deemed unenforceable by limitations thereon, the parties hereto agree that the same shall be enforceable to the fullest extent permissible under the laws and public policies applied in such jurisdiction in which enforcement is sought.

20: Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause

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

本保单在任何情况下都不承保下列几种直接的或间接导致的损失、责任或费用。

- a) 产生辐射的污染或受到任何核燃料，核废料或燃烧的核废料的辐射污染所致的损失。
- b) 放射性，有毒的爆炸物或其他危险的财产，任何核装置，核反应堆及其核机构或元件的财产污染所致的损失。
- c) 战争中使用的任何原子，核裂变或熔解及其类似反应的辐射力和物质等武器所致的污染所致的损失。
- d) 放射性、有毒的爆炸物，其他危险的财产或被放射性物质污染的财产。此除外责任条款不适用于核燃料之外的用于商业、农业、医疗、科学研究以及其他和平用途的放射性同位素的运输、包装、仓储、使用。
- e) 任何化学武器、生物武器、生化武器或电磁武器。

21: 协会网际袭击除外条款

在任何情况下本保单不承保，直接或间接由使用或操作任何计算机，计算机系统，计算机软件程式，计算机病毒或恶意代码，程序或任何其他电子系统作为施加伤害途径，所造成的或促成的或导致的损失、责任或费用。

22: 通用除外条款

除非**明细表**中另有说明，以下除外条款通用于第1 - 6章节。

保险人并无责任去偿付**被保险人**：

- (a) 任何针对**被保险人**所判决或裁定的惩罚性或以儆效尤的或由**被保险人**同意支付属于惩罚性或以儆效尤损害的金額；
- (b) 除非由**保险人**以**书面**具体同意的范围内，任何由**被保险人**参与船艇或飞机的营运、管理或租赁所引起或导致或任何形式有关的任何责任；
- (c) **被保险人**无力偿债或财务违约所造成或产生或与此所有形式有关的任何赔偿；
- (d) 非法贸易里的货物损失或损坏，或是**被保险人**已知悉涉及处理这些货物所引起的责任；

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

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- d) 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;
- e) any chemical, biological, bio-chemical, or electromagnetic weapon.

21: Institute Cyber Attack Exclusion Clause

In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

22: General Exclusions

Unless otherwise stated in the Policy Schedule, the following exclusions apply to Sections 1 to 6.

The Insurer shall not be liable to reimburse the Insured for:

- (a) any amount adjudged or awarded against the Insured for punitive or exemplary damages or agreed to be paid by the Insured for punitive or exemplary damages;
- (b) any liabilities resulting from or arising out of or connected in any way whatsoever with the Insured's involvement in the operation, management or chartering of a watercraft or an aircraft, unless and to the extent that it is specifically agreed by the Insurer in Writing.;
- (c) any claim resulting from or arising out of, or connected in any way whatsoever with the insolvency or financial default of the Insured;
- (d) loss or damage to Cargo in which it is illegal to trade or liabilities arising from the Insured's knowing involvement in the handling of such Cargo;

- (e) 没得**保险人的**预先**书面**同意，由于放弃对分包商或其他方面的代位求偿权，**被保险人**发生的任何额外责任；
- (f) 任何责任产生源于：
 - (i) 石棉，石棉纤维或含石棉的材料的采矿，加工，制造，使用，检验，拥有，出售或移除；
 - (ii) 暴露于石棉，石棉纤维，或含石棉的材料；
 - (iii) 任何石棉纤维或含有石棉的材料有关联的监督，指导，建议，告示，警告或给予的意见，或没有给的应给意见里的错误或疏忽；
- (g) 任何性质的责任、损失或损坏，而在责任依附或事故发生时，这些损失或损坏由其他保险单承保或应由（而未有）其他保险单承保，但因保费未付、重大隐瞒或虚假陈述、违反重要条件或条件或欺诈，变成无法获赔。本**保单**下的任何保险利益，在任何情况下不得给予分包商或他的保险公司；
- (h) 无论何时或何地或如何因由的渗漏或污染直接或间接所产生或引起实际或指称的责任。此除外条款不能超越由第2章节的除外条款（K）所提供的承保范围；
- (i) 在合同下提供**受保服务**，由时间延误（损失）条款、交付或约定交付日期里有特殊利益声明、从价条款或的类似的条文，**被保险人**所承担任何性质的任何责任，除非这些条款或条文已经在**保险人**书面同意的范围内；
- (j) 任何责任引起自或产生自或所有方面有关联于：
 - (i) 由**被保险人**交付货或**被保险人**已知道收货人，代理人或代表人没有出示正本提单，货运单（在相关合同下，须出示货运单，货物才能被交付），任何其他的承运合同或货物的所有权文件；
 - (ii) 把日期填早就填迟的承运合同；
 - (iii) 在承运合同内的偏差和/或错误信息。
 关于（ii）和（iii），对因为错误或疏忽造成的并且属于投保**明细表**列出按照**第3章职业责任保险**的承保范围的，应当还是承保的；

- (e) any additional liability incurred by the Insured as a result of foregoing rights of subrogation against a sub contractor or any other party without the prior agreement of the Insurer in Writing;
- (f) any liability arising out of:
 - (i) the mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or materials containing asbestos;
 - (ii) exposure to asbestos, asbestos fibres, or materials containing asbestos;
 - (iii) any error or omission in supervision, instructions, recommendations, notices, warnings or advice given, or which should have been given, in connection with asbestos fibres or material containing asbestos;
- (g) any liability, loss or damage of whatsoever nature which at the time of the attachment of liability or the occurrence of such loss or damage is insured by any other existing policy or policies, or would have been insured under another policy but has become irrecoverable due to non-payment of premium, material non-disclosure or misrepresentation, breach of warranty or condition or fraud. The benefit of insurance under the Policy shall in no circumstances whatsoever be given to Sub-Contractors or their Insurers;
- (h) any actual or alleged liability directly or indirectly caused by or arising out of seepage, pollution or contamination however caused whenever or wherever happening. This exclusion does not override the cover provided under the Exclusion clause (k) of Section 2;
- (i) any liability of whatsoever nature assumed by the Insured under a time penalty clause, declaration of special interest in delivery or agreed delivery dates, ad valorem clause or similar provision in a contract to provide an Insured Service, unless and to the extent that such a clause or provision has been agreed by the Insurer in Writing;
- (j) any liabilities resulting from or arising out of or connected in any way whatsoever with:
 - (i) delivery of Cargo by the Insured or with the knowledge of the Insured without presentation of the original bills of lading, way bills (where the way bill is required to be presented, under the relevant contract, for the goods to be delivered), any other contracts of carriage, or documents of title of the goods by the consignees, agents or representatives;
 - (ii) ante-dating or post-dating contracts of carriage;
 - (iii) deviation and/or incorrect information on the contract of carriage.
 In respect of (ii) and (iii), cover is nevertheless granted where this has occurred as a result of an error or omission and the Policy Schedule stipulates that cover as per Section 3, Professional Liability Insurance, has been taken out;

<p>(k) 损失、损害或责任直接或间接产生自：</p> <p>(i) 战争，内战，革命，叛乱，暴动或内乱或产生源自此，或采取或针对交战力量的任何敌对行动；</p> <p>(ii) 政府没收或征用；</p> <p>(iii) 占领，扣押，逮捕，监禁或拘留及属此的后果或对此的任何企图；</p> <p>(iv) 任何恐怖主义或任何人的恶意或出于政治动机的行为；</p> <p>(v) 罢工工人，不得进入工地的工人，或者参加工潮，暴乱和骚乱的人员；</p> <p>(vi) 海盗；</p> <p>(vii) 废弃的水雷，鱼雷，炸弹或其他废弃的战争武器。</p> <p>(l) 源自被保险人或其任何雇员的故意或鲁莽行为，增加发生了超出如无此等行为这些原来应存在的责任、损失或损害的可能性，被保险人产生的任何性质的责任、损失或损害。如被保险人能证明在其雇员的故意或鲁莽行为发生时，是有可接受的控制和监管系统在运作，保险人可以按其绝对自由裁量权同意补偿被保险人。在后者的情况下，保险人保留向犯错员工采取追索的权利；</p> <p>(m) 产生自被保险人并源自任何其他保险公司的无力偿债或任何其他保险公司任何理由的无力支付赔偿，以及其他保险的不足的任何性质的责任；</p> <p>(n) 神秘失踪，不明原因的损失或只在盘点或库存控制过程期间发现的损失；</p> <p>(o) 被认为在法律上违反刑事规定所引致的任何责任；</p> <p>(p) 因为违反相关驾驶时和/或负荷限制规定所产生的任何罚款或处罚；</p> <p>(q) 除非另由保险人书面同意，源自货到付款递送所递送货物价值的任何合同和/或财务责任；</p> <p>(r) 赔偿另一方的任何合同责任，除非这些责任即使没有这些合同存在也还须被保险人负责，并且这些责任是由于被保险人的过失或疏忽产生或造成的；</p> <p>(s) 除为检查或测试外，故意超载任何设备的安全工作负荷所引起的任何责任；</p>	<p>(k) loss, damage or liability arising directly or indirectly out of any one or more of the following:</p> <p>(i) war, civil war, revolution, rebellion, insurrection or civil strife arising there from, or any hostile act by or against a belligerent power;</p> <p>(ii) confiscation or expropriation;</p> <p>(iii) capture, seizure, arrest, restraint or detainment and the consequences thereof or any attempt thereat;</p> <p>(iv) any act of terrorism or any person(s) acting maliciously or from a political motive;</p> <p>(v) strikers, locked-out workmen, or persons taking part in labour disturbance, riots or civil commotions;</p> <p>(vi) piracy;</p> <p>(vii) derelict mines, torpedoes, bombs or other derelict weapons of war.</p> <p>(l) liability, loss or damage of whatsoever nature, incurred by the Insured arising out of deliberate or reckless conduct by the Insured or any of their employees, which increases the likelihood of incurring such liability, loss or damage beyond that which would have existed in the absence of such conduct. The Insurer may in his absolute discretion agree to indemnify the Insured should the Insured prove that an acceptable system of control over and supervision of employees was in place at the time of such deliberate or reckless conduct of the employee. In the latter case, the Insurer reserves the right to take recourse against the employee at fault;</p> <p>(m) any liability of whatsoever nature incurred by the Insured and arising from insolvency of any other insurer or inability to pay claims for any reason whatsoever by any other insurer and the inadequacy of any other insurance policy;</p> <p>(n) mysterious disappearance, unexplained loss or loss discovered only upon taking an inventory or during any stock control procedure;</p> <p>(o) any liability arising from a breach of regulations that is considered criminal at law;</p> <p>(p) any fine and/or penalty incurred because of a violation of regulations in respect of driving times and/or load limits;</p> <p>(q) any contractual and/or financial liability for the value of the delivered goods arising out of C.O.D. (Cash on Delivery)-deliveries, unless otherwise agreed by the Insurer in Writing;</p> <p>(r) any contractual liability to compensate another party unless such liability would have attached to the Insured in the absence of such contract and such liability was caused by or contributed to by the Insured's fault or negligence;</p> <p>(s) any liability arising as a result of the safe working load of any equipment being intentionally overloaded other than for the purpose of inspecting or testing;</p>
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- (t) 除在**被保险人**的港口或码头范围内的检查，维护，修理或搬运到另一个工作站外，移动，安装或拆卸或重新组装搬运设备所引起的责任；
- (u) **被保险人**作为保险代理人、**保险经纪人**或中介的营运/服务，特别是向客户提供运输险，所引起的任何责任、成本和费用。

23: 一般定义

以下定义适用于本**保单**所有**章节**

法定机构 - 依法建构的法院或法庭或行政机构。

身体伤害 - 所有对人的实质伤害，包括死亡，疾病，伤残和疾病。

黄金 - 金条或其他散装金、银、铂等贵金属。

货物 - **被保险人**按合同提供服务的任何各类的货品，包括委托人或货主所供应的包装和集装箱。

租船或船舶经纪人 - 公司，企业，单位，个人或团体，代表一个或多个委托人，经营租或买卖船舶经纪人服务，作为代表，洽谈船舶或船只的租赁，出售或购买。

底盘车 - 矩形，通常用弹簧支撑的钢框架，并连接到轴，可被拖曳和承载一个集装箱。

运输 - 以任何方式运送的**货物**运输。

危险货品 - 以描述的物品或材料当到达某定量运输时，足以给人类、健康、财产或环境带来重大风险。它还包括常用物品，如气雾罐，香水，和油漆。

抗辩费用 - 由**被保险人**或其他代表所支付或发生的调查、理算、估值、辩护和上诉的成本和费用，判决前和判决后的利息。

雇主责任 - **被保险人**对其雇员在雇佣，服务或学徒期间的责任。

批单 - 对**明细表**的书面变更。

额外费用 - 超过应通常由**被保险人**承担去履行他们在合同下的义务的，或由于**被保险人**在一个正常运输里的疏忽所产生的，**被保险人**产生的成本和费用。

保险经纪人 - 代理或中介，直接或间接代表**被保险人行事**对**保险人**和本**保单**有关联的安排或服务。

被保险人或记名被保险人 - 在**保单明细表**内被指名作为原始**被保险人**的合同一方，并视为包括**记名被保险人**的雇员，但仅在**被保险人**雇用范围内的行事。除非另有明确规定，**记名被保险人**不包括联营公司，子公司或关联公司。

- (t) any liability arising from the movement, erection or dismantling or re-erection of handling equipment other than in the course of inspection, maintenance, repair or removal to another working position within the confines of the Insured's port or terminal;
- (u) any liability, costs and expenses resulting from the Insured's operation/ services as an insurance agent, intermediary or Insurance Broker in particular offering cargo insurance to clients.

23: General Definitions

The following definitions apply to all Sections of this Policy:

Authority - A legally constituted court or tribunal or an administrative body.

Bodily Injury - All physical injury to a person, including death, sickness, disability and disease.

Bullion - Bars or other bulk form of gold, silver, platinum or other precious metal.

Cargo - Goods of any description, including packaging and containers supplied by the principal or owner of the goods, in respect of which the Insured has contracted to provide a service.

Chartering or Ship Broker - A company, corporation, entity, person or group of persons, carrying out the services of a Chartering or Ship Broker on behalf of a principal or principals, as agent, to negotiate the charter, sale or purchase of a ship or ships, vessel or vessels.

Chassis - The rectangular, usually steel frame, supported on springs and attached to the axles, that can be towed and that holds a container.

Conveyance - Any means of carriage for the transport of Cargo.

Dangerous Goods - Describes articles or materials capable of posing significant risk to people, health, property, or environment when transported in quantity. It also includes items of common use, such as aerosol cans, perfumes, and paints.

Defence Expenses - Investigation, adjustment, appraisal, defence and appeal costs and expenses and pre and postjudgment interest, paid or incurred by or on behalf of the Insured.

Employers Liability - Any liability of an Insured to its employees arising out of the employment, service or apprenticeship of that employee.

Endorsement - An alteration in Writing to the Policy Schedule.

Extra Costs - Costs and expenses the Insured incurs over and above those that the Insured would have usually borne to fulfil their obligations under contract or as a result of the Insured's negligence for a normal transport.

Insurance Broker - Any agent or intermediary directly or indirectly acting on behalf of the Insured in connection with the placement and servicing of the Policy with the Insurer.

Insured and/or Named Insured - The party identified as the Original Insured in the Policy Schedule, which is deemed to include the Named Insured's employees but only for acts within the scope of their employment by the Insured. Unless otherwise expressly stated, the Named Insured shall not include an associated, subsidiary or related company.

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<p>受保合同 – 由被保险人订立的相关受保服务的任何书面合同或协议，在其下被保险人承担另一方的民事侵权责任以支付人身伤害或财产损失给第三方或机构。民事侵权解释为在无合同或协议下被法律施加的责任。</p> <p>受保设备 – 明细表上所指定，被保险人拥有、长租或短租，或使用或以被保险人的名义用于提供受保服务的设备，包括零件，配件，工具，维护设备或材料等相关的这些受保设备。这个定义不包括建筑物、船艇、飞机、或须领取执照和当在公共道路使用时的汽车。</p> <p>受保服务 – 被保险人请求受保以及保险人在明细表中同意承保的营运。</p> <p>保险人 – 明细表中保险公司栏指定的合同一方。</p> <p>航线或船舶代理 – 公司，有限公司，单位，个人或群体作为代理，按当事人给予的授权委托书进行航线或船舶代理服务。</p> <p>N.V.O.C./N.V.O.C.C. – 除非在明细表中另有约定和说明，在提供运输、货运代理或类似的服务和分包出所有运输营运时，作为当事人的无船承运人/无船公共承运人。</p> <p>事故 – 一个事件，包括连续和重复暴露于相同的有害环境。</p> <p>保单 – 保险人出具保单条款和的保单明细表，以证明本保险合同的条款和条件。</p> <p>保单明细表 – 构成本保单部分，与保单条款一起出具包括承保详情的明细表。</p> <p>保单条款 – 如在本保单条款列出的保险条款和条件。</p> <p>保单年度 – 被保险人可以要求并在本保单明细表中列出开始和结束日期的年度。如果在明细表中没有显示时间，本保单将被视为于明细表中保险地区的当地时间00.01起保。</p> <p>港口当局 – 包括港口运营人、港口管理委员会、港务局或港口。</p> <p>专业服务 – 只有由被保险人提供并且在明细表中注明“受保服务”的那些服务。</p> <p>财产损失 – 第三方有形财产的实质损失、实质损坏或实质毁灭，包括所损失、损坏或毁灭有形财产的用途。</p> <p>细分赔偿限额 – 任一事故的内围的赔偿限额。细分赔偿限额并非外加在章节赔偿限额以上，而是包含在章节赔偿限额以内。</p>	<p>Insured Contract – Any written contract or agreement entered into by the Insured and pertaining to the Insured Services, under which the Insured assumes the tort liability of another party to pay for Bodily Injury or Property Damage to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.</p> <p>Insured Equipment – Equipment as specified on the Schedule owned by, leased to or hired to the Insured, or used by or on behalf of the Insured and used to provide an Insured Service, including spares, parts, tools, maintenance equipment or materials in respect of such Insured Equipment. This definition does not include a building, automobile which is required to be licensed or when in use on public roads, watercraft or aircraft.</p> <p>Insured Service(s) – Operations which the Insured has requested to be insured for and the Insurer has agreed to cover as specified in the Policy Schedule.</p> <p>Insurer – The party identified as the Security in the Policy Schedule.</p> <p>Line or Ship’s Agents – a company, corporation, entity, person or group of persons carrying out the services of a line or ship’s agent acting within authorised mandates, given by a principal or principals, as agent.</p> <p>N.V.O.C. / N.V.O.C.C. – Non-Vessel Operating (Owning) Carrier/Non Vessel Operating (Owning) Common Carrier, who acts as a principal when providing transportation, forwarding or a similar service and sub-contracts out all transit operations, unless otherwise agreed and stated in the Schedule</p> <p>Occurrence – An incident, including continuous and repeated exposure to substantially the same general harmful conditions.</p> <p>Policy – A Policy Wording and Policy Schedule issued by the Insurer, which evidences the Terms and Conditions of the contract of insurance.</p> <p>Policy Schedule – The schedule of details of cover issued with the Policy Wording forming the Policy.</p> <p>Policy Wording – The Terms and Conditions of insurance as laid out in this Policy Wording.</p> <p>Policy Year – The year commencing and ending on such date as the Insured may require and stated in the Policy Schedule. If no time is shown in the Schedule, the Policy will be deemed to commence at 00.01hrs Local Time of the location shown in the Schedule.</p> <p>Port Authority – Includes port operator, harbour board, harbour authority or harbour.</p> <p>Professional Services – Only those services provided by the Insured and stated as “Insured Services” in the schedule.</p> <p>Property Damage – Physical loss of, physical damage to or physical destruction of tangible property of a third party, including loss of use of the tangible property so lost, damaged or destroyed.</p> <p>Sub Limit – An inner limit for any one occurrence. Sub Limits are not in addition to the Section limit but are contained within the Section limit.</p>
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控制温度的货物 - 需要一个控制温度的环境的装运货物，如冷藏品，冷冻品，易腐货品。

码头营运人 - 一个管理和营运以岸上为基地或包括中途仓储的内陆货运搬运设施的机构。除非另有约定，这定义不包括机场空车站、客运码头，石化码头，船舶修理或旱坞的营运。

条款和条件 - 如目前本**保单**中列出的保险条款和条件，或它们被改变，废止或添加的而在现时生效。

地区限制 - **保单明细表**中所列出保障的地理区限。

诱人偷窃货物 - 诱人偷窃货物解释为：

- 珠宝，手表，香水，宝石，贵金属或贵金属制品，动物毛皮；
- 移动电话和/或移动通讯设备，组件或配件（包括SIM卡）；
- 计算机设备，组件或配件（包括微处理器）；电子产品，视听产品或其他类似的高值货物或贵重货物；
- 烈酒，瓶装加强葡萄酒和散装葡萄酒（超过20度），烟草和烟草加工制品；
- 医药产品，化学和天然药物。

第三方 - **被保险人**以外的任何公司，单位，自然人。

第三方财产 - 属于**第三方**的财产或设备。**第三方财产**不包括由**被保险人**拥有或租予的货物或任何财产或设备。

交易条件 - 已由**保险人**同意的条款和条件所属的交易条件和/或承运或搬运合同。

拖车 - 可以拖曳的无动力拖车，货车车卡，底盘车或类似装置，包括火车车卡。

最终净损失 - 作为源自本**保单**保障的事故的损害，通过判决或和解，**被保险人**必须支付的金额。最终净损失不包括传票送达，提起仲裁程序和与此事故有关的所有**抗辩费用**。

书面 - 书写的、印刷的、平面印刷的或可见地表示的所有或任何这些或其他的形式，并足以还原和转换成可阅读的形式，包括任何电子通信模式，例如但不限于传真，电传和电子邮件。

24: 双语版本

本**保单**以中、英文报备，如遇两个版本内容解释有歧义，以**保单明细表**所示版本为准。

Temperature Controlled Cargo - A shipment requiring a controlled temperature environment such as refrigerated goods, frozen goods and perishable goods.

Terminal Operator - An organisation managing and operating a shore based or inland cargo handling facility including storage in transit. Unless otherwise agreed, this definition does not include an airport terminal, passenger terminal, petrochemical terminal, ship repairing or dry-docking operation.

Terms and Conditions - The terms and conditions of insurance as laid out in the Policy as they exist or as they may be altered, abrogated or added to and currently in force.

Territorial Limits - The geographical limitation of cover as stated in the Policy Schedule.

Theft Attractive Goods - Theft Attractive Goods means:

- Jewellery, watches, perfumes, precious stones, precious metals or articles made of precious metals, animal furs;
- Mobile telephones and/or mobile communications equipment, components or accessories (incl. SIM-cards);
- Computer equipment, components or accessories (incl. micro-processors); electronic goods, audio visual goods or other similar high valued or precious goods;
- Spirits, fortified wines bottled and bulk (over 20 degrees), processed tobacco or tobacco based products;
- Pharmaceutical products and, chemical and natural drugs.

Third Party - Any company, entity, human being other than an Insured.

Third Party Property - Property or Equipment belonging to a Third Party. Third Party Property does not include Cargo or any property or equipment belonging to or leased to or chartered to the Insured.

Trading Conditions - Trading conditions and/or contracts of carriage or handling, the terms and conditions thereof having been agreed by the Insurer.

Trailer - Any unpowered trailer, wagon, chassis or similar unit including a railway wagon, which can be towed.

Ultimate Net Loss - The amount the Insured is obligated to pay, by judgment or settlement, as damages resulting from an Occurrence covered by this Policy. Ultimate Net Loss does not include the service of suit, institution of arbitration proceedings and all Defence Expenses in respect of such occurrence.

Writing - Written, printed, lithographed or visibly expressed in all or any of these or any other form capable of being retrieved and converted into readable form including any mode of telecommunication, such as but not limited to fax-messages, telex-messages and electronic mail.

24: Bilingual Wording

This Policy is filed in both Chinese and English language. In the event of interpretation of any contents between the two versions, the version specified in **Policy Schedule** always prevails.

25: Short Rate Table 短期费率表

Days Insurance in Force	Per Cent of one Year Premium	Days Insurance in Force	Per cent of one Year Premium
1	5	154-156	53
2	6	157-160	54
3-4	7	161-164	55
5-6	8	165-167	56
7-8	9	168-171	57
9-10	10	172-175	58
11-12	11	176-178	59
13-14	12	179-182 (6 months)	60
15-16	13	183-187	61
17-18	14	188-191	62
19-20	15	192-196	63
21-22	16	197-200	64
23-25	17	201-205	65
26-29	18	206-209	66
30-32 (1 month)	19	210-214 (7 months)	67
33-36	20	215-218	68
37-40	21	219-223	69
41-43	22	224-228	70
44-47	23	229-232	71
48-51	24	233-237	72
52-54	25	238-241	73
55-58	26	242-246 (8 months)	74
59-62 (2 months)	27	247-250	75
63-65	28	251-255	76
66-69	29	256-260	77
70-73	30	261-264	78
74-76	31	265-269	79
77-80	32	270-273 (9 months)	80
81-83	33	274-278	81
84-87	34	279-282	82
88-91 (3 months)	35	283-287	83
91-94	36	288-291	84
95-98	37	292-296	85
99-102	38	297-301	86
103-105	39	302-305 (10 months)	87
106-109	40	306-310	88
110-113	41	311-314	89
114-116	42	315-319	90
117-120	43	320-323	91
121-124 (4 months)	44	324-328	92
125-127	45	329-332	93
128-131	46	333-337 (11 months)	94
132-135	47	338-342	95
136-138	48	343-346	96
139-142	49	347-351	97
143-146	50	352-355	98
147-149	51	356-360	99
150-153 (5 months)	52	361-365 (12 months)	100