



恩得利 物流團隊: 海空進/出口報關、陸/海/空運攬貨運輸、保險鑑介、全球快遞運送。

營業專長: 費用最便宜. 速度最快. 文件最精美. 服務最親切 !

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INSTITUTE WAR CLAUSES (AIR CARGO)

RISKS COVERED

1 This insurance covers, except as provided in Clause 2 below, loss or damage to the subject-matter caused by

1.1 war civil war revolution rebellion insurrections, or civil strife arising therefrom, or any hostile act by or against belligerent power

1.2 capture seizure arrest restraint or detainment, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat

1.3 derelict mines torpedoes bombs other derelict weapons of war.

(General Exclusions Clause)

EXCLUSIONS

2 In no case shall this insurance cover

2.1 loss damage or expense attributable to while misconduct of the Assured

2.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured

2.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)

2.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured

2.5 loss damage or expense arising from unfitness of aircraft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unfitness at the time the subject-matter insured is loaded therein.

2.6 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against

2.7 loss, damage or expense arising from insolvency or financial default of the owners managers charterers of the aircraft.

2.8 any claim based upon loss of or frustration of the voyage or adventure

2.9 loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

(Transit Clause)

DURATION

3.3.1 This insurance

3.3.1.1 attaches only as the subject-matter insured and as to any parts as that is loaded on the aircraft for the commencement of the air transit insured

and

3.3.1.2 terminates, subject to 3.2 and 3.3 below, either as the subject-matter insured and as to any part as that part is discharged from the aircraft at the final place of discharge,

or

on expiry of 15 days counting from midnight of day of arrival of the aircraft at the final place of discharge,

whichever shall first occur;

nevertheless,

subject to prompt notice to the Underwriters and to an additional premium, such insurance

3.3.1.3 reattaches when, without having discharged the subject-matter insured at the final place of discharge, the aircraft departs therefrom,

and

3.3.1.4 terminates, subject to 3.2 and 3.3 below, either as the subject-matter insured and as to any part as that part is thereafter discharged from the aircraft at the final (or substituted) place of discharge,

or

on expiry of 15 days counting from midnight of the day of re-arrival of the aircraft at the final place of discharge or arrival of the aircraft at a substituted place of discharge.

Whichever shall first occur.

3.2 If during the insured transit the aircraft arrives at an intermediate place to discharge the subject-matter insured for on-carriage by aircraft or oversea vessel, then, subject to 3.3 below and to an additional premium if required, this insurance continues until the expiry of 15 days counting from midnight of the day of arrival of the aircraft at such place, but thereafter reattaches as the subject-matter insured and as to any part as that part is loaded on an on-carrying aircraft or oversea vessel. During the period of 15 days the insurance remains in force after discharge only whilst the subject-matter insured and as to any part as that part is at such intermediate place. If the goods are on-carried within the said period of 15 days or if the insurance reattaches as provided in this Clause 3.2

3.2.1 where the on-carriage is by aircraft this insurance continues subject to the terms of these clauses,

or

3.2.2 where the on-carriage is by oversea vessel, the current Institute War Clauses (Cargo) shall be deemed to form part of this insurance and shall apply to the on-carriage by sea.

3.3 If the air transit in the contract of carriage is terminated at a place other than the destination against therein, that place shall be deemed to be the final place of discharge and such insurance terminate in accordance with 3.1.2. If the subject-matter insured is subsequently