

利宝保险有限公司

水险保险合同之协会标准条件(1/4/82)

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以下内容构成第_____号预约保险单之组成部分：

1. 本合约按已订立之条件承保明细表中已列明之被保险人运送或拥有的已列明之保险标的物。本合约也承保在列明被保险人控制之下的销售、采购代理人运送的标的物，除非他们在本合同有效前或拥有保险利益前另有其他保险。

本合约不承保其他人之利益，但不禁止由被保险人做出的保险转让。

2. 作为本合约之条件，被保险人必须申报符合本合约条件下所有货运，承保人必须按本合约承保不超过以下 3 中所述金额的货运。
3. 除非经本公司书面确认同意，本合同不承保货运价值承保限额超过下述金额的任何货运：

_____ 任一船舶及相关运输工具

_____ 任一飞机及相关运输工具

_____ 任一卡车及相关运输工具

4. 无论在本合约他处含有任何矛盾内容，承保人不负责由同一事件引起的一件或一系列意外造成的超过以上 中列明限额的损失。
5. 对于在申报之前发生损失之货物或运输已完成之货物，其保险金额之基础为货物本身之价值加上被保险人负责的运费、运杂费、保险费及 _____ %。
6. 本合约受制于协会船级条款。
7. 对于本合约承保之战争、罢工、骚乱、民变风险，协会战争条款和协会罢工条款适用。
8. 本合约之所指之协会条款是在本合约订立时有效之版本。如在本合约有效期内协会条款被修改，并且保险人提前 30 天通知被保险人，则新版本条款适用于通知到期日后发生的损失。
9. 被保险人或承保人在提前 30 天通知对方的情况下可以自通知中列明之日期取消本合约。但对于协会战争条款和协会罢工条款，取消通知期为 7 天；对于往/来自美利坚合众国的货运，取消期为 48 个小时。取消合约通知可以自通知订立之日的午夜始计，此通知不适用于在取消生效之前承保范围和风险。

注意：要求被保险人在货物付运之前尽早做出含有该货运之船舶名称及该货物估计价值的通知。

INSTITUTE STANDARD CONDITIONS FOR CARGO CONTRACTS (1/4/82)

Attaching to and forming part of marine Cargo Open Policy No. : _____

1. This contract is to insure the subject-matter specified for the transits and on the conditions named shipped by or for account of _____ or the insurance of which is under their control as selling or purchasing agent unless insured elsewhere prior to inception of this contract or to insurable interest being acquired.

This contract cover the interest of any other person, but his shall not prevent a transfer of the insurance by the Assured or Assignee.

2. It is a condition of this contract that the Assured are bound to declare hereunder every consignment without exception, the Company being bound to accept up to but not exceeding the amount specified in clause 3 below.

3. This contract is for an open amount but the amount declarable may not exceed the following:

_____ In respect of any one vessel and connecting conveyance;

_____ In respect of any one air liner and connecting conveyance;

_____ In respect of any one container truck.

4. Notwithstanding anything to the contrary contained in this contract the Company' s liability in respect of any one accident or series of accidents arising from the same event in any one location shall not exceed the sum of _____.

5. In the event of loss accident or arrival before declaration of value it is agreed that the basis of valuation shall be the prime cost of the goods or merchandise plus the expenses of and incidental to shipping, the freight for which the Assured are liable, the charges of insurance and _____ %.

6. This contract is subject to the Institute Classification Clause.

7. Should the risks of war, strikes, riots and civil commotions be included in the cover granted by this contract the relevant Institute War Clauses and Institute Strikes Clauses shall apply.

8. This Institute Clauses referred to herein are those current at the inception of this contract but should such clauses be revised during the period of this contract, and provided that the Company shall have given at least 30 days notice thereof, then the revised Institute Clauses shall to risks attaching subsequent to the date of expiry of the said notice.

9. This contract may be cancelled by either the Company or the Assured giving

30 days notice in writing to take effect from the effective date of policy; but risks covered by Institute War Clauses may be cancelled at seven days notice and risks covered by the Institute Strikes Clauses may be cancelled at seven days notice, or at forty-eight hours notice in respect of shipments to or from the United States of America. Notice shall commence from midnight of the day when it is issued but cancellation shall not apply to any risks which have attached in accordance with the cover granted hereunder before the cancellation becomes effective.

NOTE The assured are required to give the earliest provisional notice of intended shipments advising in each case the name of the vessel and approximate value of the shipments.