利宝保险有限公司

货运险附加运输终止条款(恐怖行为)

注册号: C00006031622017010400182

1. 本条款应被视为首要条款,本保险合同项下任何与本条款相抵触的约定均无效。即使本保险或其所附条款存有其他相反规定,经双方同意,本保险项下的被保险货物因任何恐怖分子或任何人出于政治动机之行为造成损失,保险人仅以该被保险货物处于正常运输过程为前提条件承担保险责任,并且本保险应当在发生下列情形之一时终止:

1.1 根据本保险项下的运输条款的约定,或

 1.2 于被保险货物交付予保险单所载目的地的收货人所属或其他最终之仓库或存储处所,
1.3 于被保险货物交付予保险单所载目的地或其之前途中之任何其他仓库或储存处所,由 被保险人用作正常运送过程以外之储存或货物分配或分发,
或

1.4 就海洋运输而言,被保险货物自海轮于最终卸货港卸载完毕之日起届满60天,

1.5 就航空运输而言,被保险货物自飞机于最终卸货机场卸货完毕之日起届满**30**天,以上 情形以先发生者为准。

2. 若本保险或其所附条款明确约定承保自上述储存处所或目的地出发的内陆运输或其他 后续运输,则上述保险将恢复生效,并在正常运输过程中持续有效,且将根据第1条所述情 形再次终止。

3. 本条款以英国法律及惯例为依据

Termination Of Transit Clause (Terrorism) - Jc2001/056

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

1. Notwithstanding any provision to the contrary contained in this Policy or the Clauses referred to therein, it is agreed that in so far as this Policy covers loss of or damage to the subject-matter insured caused by any terrorist or any person acting from a political motive, such cover is conditional upon the subject-matter insured being in the ordinary course of transit and, in any event, SHALL TERMINATE:

either:

1.1 As per the transit clauses contained within the Policy, or

1.2 on delivery to the Consignee's or other final warehouse or place of storage at the destination named herein, 1.3 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or

1.4 in respect of marine transits, on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge,

1.5 in respect of air transits, on the expiry of 30 days after unloading the subject- matter insured from the aircraft at the final place of discharge, whichever shall first occur.

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2. If this Policy or the Clauses referred to therein specifically provide cover for inland or other further transits following on from storage, or termination as provided for above, cover will re-attach, and continues during the ordinary course of that transit terminating again in accordance with clause 1.

3. This clause is subject to English law and practice.