

# 三井住友海上火灾保险（中国）有限公司

## AIR TRANSPORTATION CARGO INSURANCE CLAUSES

### I. Scope of Cover

This insurance is classified into two condition – Air Transportation Risks and Air Transportation All Risks. Where the insured goods sustain loss or damage, the Company shall undertake to indemnify therefore according to the Insured Condition specified in the policy and the provisions of these Clause.

#### 1. Air Transportation Risks

This insurance covers:

- (1) Total or partial loss of the insured goods caused in the course of transportation by lightning, explosion, jettison due to the aircraft encountering bad weather or other perils, collision, overturning, crashing or missing of the aircraft and other accidents.
- (2) Reasonable cost incurred by the Insured in salvaging the goods or averting or minimizing a loss recoverable under this insurance, **provided that such cost shall not exceed the value of the consignment so saved.**

#### 2. All Transportation All Risks

Aside from the risks covered under the Air Transportation Risks conditions as above, this Insurance also covers all risks of loss of or damage to the insured goods, whether partial or total, arising from external causes in the course of transit.

### II. Exclusions

**This insurance does not cover:**

- 1. Loss or damage caused by the intentional act or fault of the Insured;**
- 2. Loss or damage falling under the liability of the consignor;**
- 3. Loss or damage arising from the quality or shortage of the insured goods prior to the attachment of this insurance;**
- 4. Loss or damage arising from the normal loss, inherent vice or nature of the insured goods, loss of market and/or delay in transit and any expenses arising therefrom;**
- 5. Risks and liabilities covered and excluded by the Air Transportation War Risks Clause and Strikes, Riot and Civil Commotion Clauses of this Company.**

### III. Commencement and Termination of Cover

#### 1. Warehouse to Warehouse Clause:

This insurance attaches from the time the goods hereby insured leave the warehouse or place of storage named in the Policy for the commencement of the transit and continues in force in the ordinary course of transit until the insured goods are delivered to the consignee's final warehouse or place of storage at the destination named in the Policy or to any other place used by the Insured for allocation or distribution of the goods or for storage other than in the ordinary course of transit.

**This insurance shall, however, be limited to thirty (30) days after completion of discharge of the insured goods from the aircraft at the final airport of discharge before they reach the above mentioned warehouse or place of storage. If prior to the expiry of the above mentioned**

**thirty (30) days, the insured goods are to be forwarded to a destination other than that named in the Policy, this insurance shall terminate at the commencement of such transit.**

2. If, owing to delay, deviation, forced discharge, reshipment or transshipment beyond the control of the Insured or any charge or termination of the voyage arising from the exercise of a liberty granted to the carrier under the contract of carriage, the insured goods arrive at a place other than that named in the Policy, subject to immediate notice being given to the Company by the Insured and shall terminate as hereunder:

(1) If the insured goods are sold at a place not named in the Policy, this insurance shall terminate on delivery of the goods sold, **but in no event shall this insurance extend beyond thirty (30) days after completion of discharge of the insured goods from the carrying aircraft at such place.**

(2) **If the insured goods are to be forwarded to the final destination named in the Policy or any other destination, this insurance shall terminate in accordance with Section (1) above.**

#### **IV. Duty of the Insured**

**It is the duty of the Insured to attend to all matters as specified hereunder, failing which the Company reserves the right to reject his claim for any loss if and when such failure prejudice the rights of the Company:**

1. The Insured shall take delivery of the insured goods in good time upon their arrival at the port of destination named in the Policy. In the event of any damage to the goods, the Insured shall immediately apply for survey to the Survey and/or Settling Agent stipulated in the policy. If the Insured goods are found short in entire package or packages or to show apparent traces of damage, the Insured shall obtain from the carrier, bailee or other relevant authorities (Customs and Airport Authorities etc.) a certificate of loss or damage and/or shortlanded memo. Should the carrier, bailee or the other relevant authorities be responsible for such shortage or damage, the Insured shall lodge a claim with them in writing and, if necessary, obtain their confirmation of an extension of the time limit of validity of such claim.

2. The Insured shall, and the Company may also, take reasonable measures immediately in salvaging the goods or preventing or minimizing loss or damage thereto. The measures so taken by the Insured or by the Company shall not be considered respectively as a waiver of abandonment hereunder or as an acceptance thereof.

3. The following documents should accompany any claim hereunder made against this Company: Original Policy, Airway Bill, Invoice, Packing List, Survey Report and Statement of Claim.

If any third party liability is involved, documents relative to pursuing of recovery from such party should also be included.

#### **V. The time of Validity of a Claim**

The time of validity of a claim under this insurance shall **not exceed a period of two years counting from the time of completion of discharge of the insured goods from the aircraft at the final airport.**