**黄河财产保险股份有限公司**

**陆上运输货物保险（火车、汽车）附加战争险（火车）条款**

（注册号：C00023131622021020413501）

本条款系陆上运输货物保险条款（以下简称“主险条款”）的附加险条款，本条款与主险条款中的任何条文有抵触时，均以本条款为准；本条款未尽事宜，以主险条款为准。

本条款以中文版为准，英文版供参考。

1. 责任范围

本保险负责赔偿：

1. 直接由于战争、类似战争行为和敌对行为、武装冲突所致的损失。
2. 各种常规武器，包括地雷、炸弹所致的损失。
3. 除外责任

**本保险对下列各项，不负赔偿责任：**

1. **由于敌对行为使用原子或热核制造的武器所致的损失和费用。**
2. **根据执政者、当权者或其他武装集团的扣押、拘留引起的承保运程的丧失和挫折而提出的任何索赔要求。**
3. 责任起讫
4. 本保险责任自被保险货物装上保险单所载起运地的火车时开始到卸离保险单所载目的地的火车时为止。如果被保险货物不卸离火车，本保险责任最长期限以火车到达目的地的当日午夜起算满四十八小时为止。
5. 如在运输中途转车，不论货物在当地卸载与否，保险责任以火车到达该中途站的当日午夜起算满十天为止，如货物在上述期限内重新装车续运，本保险恢复有效。
6. 如运送契约在保险单所载目的地以外的地点终止时，该地即视为本保险目的地，仍照前述第1款的规定终止责任。

**OVERLAND TRANSPORTATION CARGO WAR RISKS CLAUSES (BY TRAIN)**

1. **Scope of Cover**

This insurance covers:

* 1. Loss of or damage to the insured goods caused directly by or consequent upon war, warlike operations, hostile acts or armed conflicts.
  2. Loss or damage caused by conventional weapons of war including mines and bombs.

1. **Exclusions**

**This insurance does not cover:**

1. **Loss, damage or expenses arising from any hostile use of atomic or nuclear weapons of war.**
2. **Any claim based upon loss of, or frustration of, the insured voyage caused by arrest, restraint or detainment by any executive authorities in power or any other armed groups.**
3. **Commencement and Termination**
4. This insurance shall attach from the time the insured goods are loaded on to the railway wagons at the place of shipment named in the Policy until discharged overside from the wagons at the place of destination named in the Policy. If the insured goods are not discharged therefrom, the longest duration of this insurance allowable on the insured goods at the destination shall be limited to 48 hours counting from midnight of the day of train’s arrival at such place.
5. In case of transfer at an intermediate place, regardless of whether or not the insured goods are unloaded, the longest duration of this insurance at such place of transfer shall be limited to ten days counting from midnight of the day of the train’s arrival at such place. However, this insurance shall reattach when the insured goods are loaded on the on-carrying train within the above ten(10)days .
6. If the contract of carriage is terminated at a place other than the destination named in the Policy, such place shall be deemed the destination under the Policy and this insurance shall terminate according to Section III. 1 above.

**This clause is a general extension clause of the cargo insurance clause stated in this policy (Hereafter referred to as "primary clause"). The liability of this extension is subject to the exclusions of the primary clause; Anything not mentioned in this clause, please go to the primary clause.**

**English translation is for reference only. For any disputes from policy interpretation Chinese policy will prevail.**