**黄河财产保险股份有限公司**

**海洋运输货物保险附加海洋运输货物战争险条款**

（注册号：C00023131622021020413451）

本条款系海洋运输货物保险条款（以下简称“主险条款”）的附加条款，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。

**（一）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、武装冲突或海盗行为所致的损失。
2. 由于上述第1款引起的捕获、拘留、扣留、禁制、扣押所造成的损失。
3. 各种常规武器，包括水雷、鱼雷、炸弹所致的损失。
4. 本条款责任范围引起的共同海损的牺牲、分摊和救助费用。

**（二）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、拘留引起的承保航程的丧失和挫折而提出的任何索赔。**

**（三）责任起讫**

1. 本保险责任自被保险货物装上保险单所载起运港的海轮或驳船时开始，到卸离保险单所载明的目的港的海轮或驳船时为止。如果被保险货物不卸离海轮或驳船，本保险责任最长期限以海轮到达目的港的当日午夜起算满十五天为限，海轮到达上述目的港是指海轮在该港区内一个泊位或地点抛锚、停泊或系缆，如果没有这种泊位或地点，则指海轮在原卸货港或地点或附近第一次抛锚、停泊或系缆。
2. 如在中途港转船，不论货物在当地卸载与否，保险责任以海轮到达该港或卸货地点的当日午夜起算满十五天为止，俟再装上续运海轮时恢复有效。
3. 如运输契约在保险单所载明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，如需运往原目的地或其他目的地时，在被保险人于续运前通知保险人并加交保险费的情况下，可自装上续运的海轮时重新有效。
4. 如运输发生绕道，改变航程或承运人运用运输契约赋予的权限所作的任何航海上的改变，在被保险人及时将获知情况通知保险人，在必要时加交保险费的情况下，本保险仍继续有效。

**OCEAN MARINE CARGO WAR RISKS CLAUSES**

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 ,armed conflicts or piracy;
  2. Loss or damage caused by capture, seizure, arrest, restraint or detainment arising from the events in Section I. 1. above.
  3. Loss or damage caused by conventional weapons of war including mines, torpedoes and bombs.
  4. Sacrifice in and contribution to General Average and Salvage Charges arising from the risks covered hereunder.

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, authorities in power or any other armed groups.**

1. **Commencement and Termination**
   1. This insurance shall attach from the time the insured goods are loaded on the seagoing vessel or lighter at the port of shipment named in the Policy until discharged overside from the seagoing vessel or lighter at the port of destination named in the Policy. If the insured goods are not discharged therefrom, the longest duration at the port of discharge shall be limited to fifteen (15) days counting from midnight of the day of the vessel’s arrival at such port. Anchoring, mooring or securing at a berth or place within the harbour shall be deemed as the vessel’s arrival. In the absence of such berth or place, the vessel’s arrival refers to the vessel’s first anchoring, mooring or securing either at or off the intended port or at or near the place of discharge.
   2. In case of transhipment at an intermediate port, regardless of whether or not the insured goods are unloaded, the longest duration of this insurance at such port of transhipment shall be limited to fifteen(15) days counting from midnight of the day of the vessels’ arrival at such port or place of discharge .However ,this insurance shall reattach when the insured goods are loaded on the on-carrying seagoing vessel.
   3. If the contract of affreightment is terminated at a port or place other than the destination named in the Policy, such port or place shall be deemed the destination under the Policy and this insurance shall terminate according to Section III. 1. above. If the insured goods are to be reshipped to the original or any other destination, this insurance shall reattach when the goods are loaded on the oncarrying vessel provided notice is given to the Company and an additional premium is paid prior to the commencement of such further transit.
   4. This insurance shall remain in force during any deviation, change of voyage, variation of adventure arising from the exercise of a liberty granted to the shipowners under the contract of affreightment subject to immediate notice to the Company and payment of an additional premium, when such event comes to the knowledge of the Insured.

**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.**