

公司名稱: 泰安產物保險股份有限公司
 商品代碼: 2013071110757
 商品名稱: 泰安產物航空保險附加險-
 Airline Freight Legal Liability & All Risks Worded (10/96) LP0359B

條款項目	保險契約條款內容
SECTION ONE - CARGO LEGAL LIABILITY	<p>1. SECTION ONE - CARGO LEGAL LIABILITY</p> <p>(a) To indemnify the Assured for all sums up to {Response} any one aircraft or location which the Assured becomes legally liable to pay for physical loss of or damage to cargo under the Warsaw Convention or under other Conditions of Carriage agreed by Underwriters hereon including cargo in respect of which a Special Declaration of Value for Carriage in excess of the normal limit of liability provided for by the Warsaw Convention is made by the Consignor prior to or at the time of the issue of the Airwaybill</p> <p>(b) Coverage with respect to such cargo shall commence from the time of issue of the Airwaybill or other Contract of Carriage by the Assured or their Agent for carriage by aircraft and connecting land and water conveyances and shall terminate upon delivery by the Assured or their agent at final warehouse or upon handing over to the succeeding carriers or their agent or if Through Airwaybill or Contract of Carriage be issued and any succeeding Carriers are unwilling to accept the Special Declaration of Value then this Policy will cover interest to destination named in the Airwaybill or Contract of Carriage.</p> <p>(c) The Gold Francs mentioned in the Warsaw Convention shall be deemed to refer to the French Gold Franc Poincare consisting of 65.5 milligrams of gold of millesimal fineness 900; the sum being converted into dollar or other national currency as required in</p> <p>(d) AVN44 - MUTUAL REVISION CLAUSE (AVIATION LIABILITY) - is incorporated herein.</p> <p>(e) COSTS - The Underwriters shall, in addition to the Limits of Liability stated herein, pay all costs incurred with their consent in defence or settlement of any claim made against the Assured and seeking damages on account thereof.</p> <p>(f) DEDUCTIBLE - Each claim for loss or damage arising out of one event shall be adjusted separately and from the amount of such adjusted claim the sum of {Response} shall be deducted.</p> <p>(g) GENERAL EXCLUSIONS - This Section does not cover claims caused by: -</p>

(i) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power.

(ii) Any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

(iii) Strikes, riots, civil commotions or labour disturbances.

(iv) Any act of one or more persons, whether or not agents of a sovereign power, for political or terrorist purposes and whether the loss or damage resulting therefrom is accidental or

(v) Any malicious act or act of sabotage.

(vi) Confiscation, nationalisation, seizure, restraint, detention, appropriation, requisition for title or use by or under the order of any government (whether civil, military or de facto) or public or local authority.

(vii) Hi-jacking or any unlawful seizure or wrongful exercise of control of an aircraft or crew in flight (including any attempt at such seizure or control) made by any person or persons on board the Aircraft acting without consent of the Assured.

(viii) An aircraft being outside the control of the Assured by reason of a peril excluded by paragraphs (vi) or (vii).

SECTION TWO -
ALL RISKS
INSURANCE

2. SECTION TWO - ALL RISKS INSURANCE

(a) The Assured and their agents are authorised to bind and issue on behalf of the Underwriters Certificates of Insurance with respect to cargo, including baggage carried as cargo, in response to a Consignor's request for insurance thereof against ALL RISKS OF PHYSICAL LOSS OR DAMAGE in accordance with:

Institute Cargo Clauses (Air) Excluding Sendings By Post 1/1/82

Institute War Clauses (Air Cargo) Excluding Sendings By Post

Institute Strikes Clauses (Air Cargo) 1/1/82

Subject to

Institute Replacement Clause

Livestock Clause (Aviation) No.1

Nuclear Risks Exclusion Clause AVN38B.

(b) Limit {Response} any one aircraft any one location.

(c) Warranted that the Assured shall give prior notice to {Response}

for transmission to the Underwriters, of any consignment in respect of which insurance is requested which equals or exceeds

(d) In the case of damage to labels, capsules or wrappers the Underwriters shall not be liable for more than the amount sufficient to pay the cost of new labels, capsules or wrappers and the cost of re-conditioning such cargo but in no event shall the Underwriters be liable for more than the value as declared by (e) The Underwriters shall have the right, on giving the Assured at least seven (7) days prior notice of their intention, to introduce an exclusion of War, Strikes, Riots and Civil Commotion hereunder or to increase or decrease the rates applicable to War, Strikes, Riots and Civil Commotion etc. coverage.

GENERAL
CONDITIONS

3. GENERAL CONDITIONS

(a) The Assured shall use due diligence and do and concur in doing everything reasonably practicable to avoid or diminish any claim hereunder. The Assured shall not make any admission of liability or make any payment without the consent of the

(b) Upon knowledge of any event likely to result in a claim or claims under any section of this Policy full particulars of such event together with any document or letters relating thereto shall be forwarded by the Assured to {Response} for transmission to the Underwriters. The Assured shall thereafter render such further information and assistance as the Underwriters may reasonably require and shall not act in any way to the detriment or prejudice of the interests of the Underwriters.

(c) The Underwriters shall, if they so elect, be authorised to take in hand and conduct in the name of the Assured the defence or settlement of any claim or proceed in the name of the Assured with any claims for indemnities, recoveries, damages, interest and the like against any Third Parties whatsoever. The Underwriters shall have all authority for conducting any proceedings and for settling any claims, including the right to abandon them at any moment. The Assured shall furnish all the information and assistance that the Underwriters may require for conducting the proceedings in question the cost of which shall be borne by the Underwriters. The Assured shall at all times do and concur in doing everything necessary to safeguard such rights of recovery and to assist the Underwriters in the exercise thereof. The assumption of such rights by the Underwriters prior to the definite settlement of any claim hereunder shall in no way be an

(d) Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or estop the Underwriters from asserting any right under this Policy; nor shall any part of this Policy be waived or changed except by endorsement signed by the Underwriters and issued to form part of this Policy.

(e) This Policy shall not be assigned in whole or in part except with the consent of the Underwriters verified by endorsement

(f) The due observance and fulfilment of the terms, provisions, conditions and endorsements of this Policy shall be conditions precedent to any liability of the Underwriters to make any payment under this Policy.

(g) This Policy shall be cancelled either by the Assured or by Underwriters by mailing to the other at the address shown in the Policy written notice stating when not less than {Response} days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and effective date and hour of cancellation stated in the notice shall become the end of the Policy period. Delivery of such written notice either by the Assured or by Underwriters shall be

(h) Warranted that the Assured will comply with all air navigation and airworthiness orders and requirements issued by any competent authority and will take all reasonable steps to ensure that such orders and requirements are complied with by their agent(s) and employees and that the Aircraft shall be airworthy at the commencement of each flight.

(i) It is agreed that the Assured has the right to enter into agreements containing exoneration hold harmless and/or indemnity provisions with respect to the handling of cargo covered under this Policy, provided the conclusion of such agreements is in accordance with the normal operation of an air carrier's business and is advised to Underwriters, who shall have the right to require an additional premium.

PREMIUM

4. PREMIUM

1. SECTION ONE - CARGO LEGAL LIABILITY

(a) With respect to cargo which is not the subject of a Special Declaration of Value a Deposit Premium of {Response} shall be paid in four equal quarterly instalments (the first instalment to be payable on inception of the Policy) and shall be subject to adjustment at the expiration of the Policy at {Response} of gross freight receipts during the Policy year. It being understood and agreed that in the event that the adjusted premium shall be less than the Annual Deposit Premium the Underwriters shall retain the Annual Deposit Premium which for the purpose of this Policy shall be the Minimum Premium payable to the Underwriters with respect to cargo which is not the subject of a Special Declaration of Value

(b) With respect to cargo which is the subject of a Special Declaration of Value the premium, which shall be payable quarterly, shall be equal to {Response} of the Valuation Charges collected by the Assured.

2. SECTION TWO - ALL RISKS INSURANCE Premium payable quarterly calculated in accordance with the rates {Response}.

※申報頻率： 事實發生或內容異動之日起三十日內更新。