

**Note:** *Before applying for this Policy, please read carefully the terms and conditions of this Policy, especially the exclusions highlighted in boldface. If you have any query, please contact our salespersons or call 4008208858.*

**AIG INSURANCE COMPANY CHINA LIMITED**  
**OVERLAND TRANSPORTATION CARGO INSURANCE CLAUSES**  
**(TRAIN, TRUCK)**

(SIMI Registration No. : 090T2017000390098)

**1. Scope of Cover**

This insurance covers Overland Transportation Risks or Overland Transportation All Risks as specified in the policy subject to the provisions and exclusions hereunder.

**(1) Overland Transportation Risks**

This insurance covers loss of or damage to the subject-matter insured caused in the course of transportation by:

- a. fire or explosion;
- b. earthquake, lightning, hurricane, cyclone or typhoon;
- c. landslide or collapse of tunnel;
- d. overturning, derailment or collision of land conveyance;
- e. grounding, stranding, sinking or collision of craft in case craft is employed.

**(2) Overland Transportation All Risks**

This insurance covers all risks of physical loss of or damage to the subject-matter insured caused by accident in the course of transportation.

**2. Exclusions**

**This insurance does not cover**

- (1) loss, damage or expense attributable to wilful misconduct of the Insured;**
- (2) ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured;**
- (3) loss, damage or expense caused by insufficiency or unsuitability of packing**

or preparation of the subject-matter insured ('packing' here shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Insured or their servants);

- (4) loss, damage or expense caused by inherent vice or nature of the subject-matter insured;
- (5) loss, damage or expense proximately caused by delay, even though the delay be caused by a risk insured against;
- (6) loss, damage or expense arising from insolvency or financial default of the owners, managers, charterers or operators of the vessel, craft or land conveyance;
- (7) deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons (this exclusion applies to Overland Transportation Risks only)
- (8) loss, damage or expense arising from
  - unseaworthiness of vessel, craft or land conveyance;
  - unfitness of vessel, craft, land conveyance, container or liftvan;where the Assured or their servants are privy to such unseaworthiness or unfitness at the time the subject-matter insured is loaded therein.
- (9) loss, damage or expense caused by war, civil war, revolution, rebellion, insurrection, capture, seizure, arrest, restraint, detainment or derelict weapons of war;
- (10) loss damage or expense resulting from strikes, lock-outs, labour disturbances, riots or civil commotions.

### **3. Commencement and Termination of Cover**

This insurance attaches from the time the subject-matter insured leaves the Consignor's warehouse or place of storage at the place of shipment named in the policy for the commencement of the transportation, continues during the ordinary course of transportation including incidental transit by craft and terminates either

- (1) at the time the subject-matter insured arrives at the Consignee's warehouse at the destination named in the policy,

or

- (2) on the expiry of 60 days from the time the subject-matter insured leaves the Consignor's warehouse,

whichever shall first occur.

#### 4. Duty of the Insured

It is the duty of the Insured to attend to all matters as specified hereunder:

- (1) The Insured shall take delivery of the insured goods in a timely manner upon their arrival at the destination named in the Policy. In the event of any damage to the insured 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 certificate of loss or damage and/or short delivery. Should the carrier, bailee or the other relevant authorities be responsible for such shortage or damage, the Insured shall lodge a claim against them in writing, and, if necessary, obtain their confirmation of an extension of the time limit of validity of such claim. **Where the Insured fails to perform the duties as agreed upon above, the Company shall not be liable for any loss or damage arising therefrom.**
- (2) The Insured shall take reasonable measures immediately to prevent or minimize loss or damage to insured goods exposed to insured risks. **Otherwise, the Company shall not be liable for the enlarged loss or damage arising therefrom.**
- (3) The following documents should accompany any claim hereunder made against the Company:
  - Original Policy, Consignment Note, Invoice, Packing List, Weight Memo, Certificate of Loss or Damage and/or Short Delivery, Survey Report, Statement of Claim;
  - If any third party is involved, letters, cables and facsimiles relative to pursuing of recovery from such party;
  - Other available certificates and materials in connection with the determination of the nature and cause of the insured event and degree of damage to insured goods.

**If the Company can't verify the loss status as a result of the Insured's failure to discharge the obligation to provide documents as prescribed in the preceding paragraph, the Company shall not be liable for the loss or damage that cannot be verified.**

- (4) The Company shall indemnify the Insured for the reasonable expenses incurred by him for having immediately taken effective measures in minimizing and preventing further loss of the subject-matter insured after damage was sustained but the amount of such indemnity shall not exceed sum insured.

#### 5. Claim Settlement

Upon the receipt of the claim and the completed claim materials from the insured, the Company shall assess the claim in time. If the claim can not be assessed within the statutory period under complex circumstances, both parties agree to extend the period but the extended period shall not exceed thirty (30) days. For the claim which falls within the insurance coverage, the Company shall effect payment within ten (10) days after reaching an agreement on payment of indemnity with the Insured.

## **6. Disputes Resolution**

Any disputes arising from the execution of this Policy or riders hereof shall be resolved through one of the following means to be selected by the Parties:

- (1) the said disputes shall be resolved by the Parties through negotiations, failing which shall be referred to an agreed arbitration commission for arbitration;
- (2) the said disputes shall be resolved by the Parties through negotiations, failing which shall be referred to a PRC competent court.