

OVERLAND TRANSPORTATION CARGO TRANSIT CLAUSES (A)

1. Duration

This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of transit, continue during the ordinary course of transit and terminates on completion of unloading after delivery to the consignee's or other final warehouse or place of storage at the destination named herein.

2. Risks Covered

This insurance covers all risks of loss of damage to the subject-matter insured except as provided in Clause 3 below.

3. Exclusions

In no case shall this insurance cover

- (1) loss damage or expense attributable to willful misconduct of the Assured.
- (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 sub-matter insured.
- (4) loss damage or expense caused by disobedience of the Assured to traffic regulations about stowage of the subject-matter insured.
- (5) loss damage or expense caused by inherent vice or nature of the subject-matter insured.
- (6) loss damage or expense caused by delay, even though the delay be caused by a risk insured against.
- (7) loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel.
- (8) loss damage or expense caused by war, civil war, revolution, rebellion, insurrection, strikes, riots, civil commotions and any terrorist or any person acting from political motive.
- (9) loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

4. Benefit of insurance

This insurance shall not insure to the benefit of the carrier or the bailee.

5. Duty of the Assured

- (1) It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder
 - a. to take such measures as may be reasonable for the purpose of averting or minimizing such loss, and
 - b. to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised.

and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

- (2) Measures taken by the Assured or the Underwriters with the object of saving, protecting, or recovering the subject-matter insured shall not be considered as a waiver or acceptance or abandonment or otherwise prejudice the rights of either party.

6. Avoidance of Delay

It is a condition of this insurance that the Assured shall act with reasonable in all circumstances with their control.

7. Law and Practice

This insurance is subject to law and practice of the Republic of China.