

# 利宝保险有限公司

## 货运险附加施救条款

注册号: C00006031622017010302651

一旦发生逼近的或实际的损失或灾难,在不影响本保险的前提下,被保险人及其代理人、受雇人和受让人对保险货物和商品的整体或任何部分采取防护、保护、恢复原状等施救措施并为此而出差是合法且必需的;在灾难情况下,被保险人或者保险人恢复、抢救及保全被保险财产的行为不能视为放弃或接受委付;因此产生的费用,保险人将根据承保的比例和数额作相应补偿。

尽管本保险有任何不同规定,本条款仍作为首要条款而有效。本条款的目的是重申任何减轻损失的努力都将被积极的评估和赔偿,不会影响任何因保单承保风险导致的损失。

### **Sue & Labour Clause**

In case of any imminent or actual loss or misfortune, it shall be lawful and necessary to and for the Assured, his or their factors, servants and assigns, to sue, labour and travel for in and about the defence, safeguard and recovery of the said goods and merchandise, or any part thereof without prejudice to this insurance; nor shall the acts of the Assured or Assurers, in recovering, saving and preserving the property insured, in case of disaster, be considered a waiver or an acceptance of abandonment; to the charges whereof the said Assurers will contribute according to the rate and quantity of the sum herein insured.

This clause remains paramount notwithstanding anything inconsistent therewith in this insurance.

The intention of the clause is to restate that loss minimization efforts will be positively viewed and paid for and will not prejudice any claims arising out of an insured peril.