MARINE CARGO INSURANCE - RETAIL

CLAUSES WORDINGS

Clause wordings as agreed by Lloyd's Market Association (LMA) and International Underwriting Association of London wherever applicable.

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INSTITUTE CARGO CLAUSES (A)
Cl. 252 1/1/82

RISKS COVERED

Risks Clause

1. This insurance covers all risks of loss of or damage to the subject-matter insured except as provided in Clauses 4, 5, 6 and 7 below.

General Average Clause

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance.

"Both to Blame Collision" Clause

3. This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim.

EXCLUSIONS

General Exclusion Clause

4. In no case shall this insurance cover,

4.1. loss damage or expense attributable to willful misconduct of the Assured
4.2. ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
4.3. loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "packing" 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 Assured or their servants)
4.4. loss damage or expense caused by inherent vice or nature of the subject-matter insured
4.5. loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
4.6. loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel
4.7. 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.

Unseaworthiness and Unfitness Exclusion Clause

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5.

5.1. In no case shall this insurance cover loss damage or expense arising from

unseaworthiness of vessel or craft,

unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured,

where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.

5.2. The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.

War Exclusion Clause

6. In no case shall this insurance cover loss damage or expense caused by,

6.1. war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
6.2. capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat
6.3. derelict mines torpedoes bombs or other derelict weapons of war.

Strikes Exclusion Clause

7. In no case shall this insurance cover loss damage or expense

7.1. caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
7.2. resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
7.3. caused by any terrorist or any person acting from a political motive.

DURATION

Transit Clause

8.
8.1. This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either

8.1.1. on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein,

8.1.2. on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either

8.1.2.1. for storage other than in the ordinary course of transit or
8.1.2.2. for allocation or distribution, or

8.1.3. on the expiry of 60 days after completion of discharge
overside of the goods hereby insured from the oversea vessel at the final port of discharge, whichever shall first occur.

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8.2. If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

8.3. This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

Termination of Contract of Carriage Clause

9. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 8 above, then this insurance shall also terminate unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either,

9.1. until the goods are sold and delivered at such port or place, or unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur, or

9.2. if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.

Change of Voyage Clause

10. Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.

CLAIMS

Insurable Interest Clause

11.

11.1. In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.

11.2. Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

Forwarding Charges Clause

12. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder.

This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising

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from the fault negligence insolvency or financial default of the Assured or their servants.

Constructive Total Loss Clause

13. No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival.

Increased Value Clause

14.

14.1. If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

14.2. Where this insurance is on Increased Value the following clause shall apply:
The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

Not to Inure Clause

15. This insurance shall not inure to the benefit of the carrier or other bailee.

MINIMISING LOSSES

Duty of Assured Clause

16. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder

16.1. to take such measures as may be reasonable for the purpose of averting or minimising such loss, and
16.2. 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.

Waiver Clause

17. 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 of abandonment or otherwise prejudice the rights of either party.

AVOIDANCE OF DELAY

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Reasonable Despatch Clause

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

LAW AND PRACTICE

English Law and Practice Clause

19. This insurance is subject to English law and practice.

Note: It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

INSTITUTE MARINE CARGO CLAUSES (B)
CL.253. 1.1.82

RISKS COVERED

Risks Clause

1. This insurance covers, except as provided in Clauses 4, 5, 6 and 7 below,

1.1 loss of or damage to the subject-matter insured reasonably attributable to.
- 1.1.1 fire or explosion
- 1.1.2 vessel or craft being stranded grounded sunk or capsized
- 1.1.3 overturning or derailment of land conveyance
- 1.1.4 collision or contact of vessel craft or conveyance with any external object other than water
- 1.1.5 discharge of cargo at a port of distress
- 1.1.6 earthquake volcanic eruption or lightning

1.2 loss of or damage to the subject-matter insured caused by,
- 1.2.1 general average sacrifice
- 1.2.2 jettison or washing overboard
- 1.2.3 entry of sea lake or river water into vessel craft hold conveyance container liftvan or place of storage,

1.3 total loss of any package lost overboard or dropped whilst loading on to, or unloading from, vessel or craft.

2. General Average Clause

This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4,5, 6 and 7 or elsewhere in this insurance.

3. "Both to Blame Collision" Clause

This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim.

EXCLUSIONS

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4. General Exclusion Clause

4 In no case shall this insurance cover,

4.1 loss damage or expense attributable to wilful misconduct of the Assured

4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured

4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "packing" 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 Assured or their servants)

4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured

4.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)

4.6 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel

4.7 deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons

4.8 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.

5. Unseaworthiness and Unfitness Exclusion Clause

5.1 In no case shall this insurance cover loss damage or expense arising from unseaworthiness of vessel or craft, unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.

5.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.

6. War Exclusion Clause

6 In no case shall this insurance cover loss damage or expense caused by

6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

6.2 capture seizure arrest restraint or detainment, and the consequences thereof or any attempt thereat

6.3 derelict mines torpedoes bombs or other derelict weapons of war.

7. Strikes Exclusion Clause

7 In no case shall this insurance cover loss damage or expense

7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions

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7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions

7.3 caused by any terrorist or any person acting from a political motive.

DURATION

8. Transit Clause

8.1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either

8.1.1 on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein,

8.1.2 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either
8.1.2.1 for storage other than in the ordinary course of transit or
8.1.2.2 for allocation or distribution, or

8.1.3 on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge, whichever shall first occur.

8.2 If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

8.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

9. Termination of Contract of Carriage Clause

If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 8 above, then this insurance shall also terminate unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either

9.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur, or

9.2 if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.

10. Change of Voyage Clause

Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.

CLAIMS

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11. Insurable Interest Clause

11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss

11.2 Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

12. Forwarding Charges Clause

Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder.

This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.

13. Constructive Total Loss Clause

No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival.

14. Increased Value Clause

14.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

14.2 Where this insurance is on Increased Value the following clause shall apply:

The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

15. Not to Inure Clause

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

MINIMISING LOSSES

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Duty of Assured Clause

16. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder

16.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and

16.2 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.

17. Waiver Clause

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 of abandonment or otherwise prejudice the rights of either party.

AVOIDANCE OF DELAY

18. Reasonable Despatch Clause

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

LAW AND PRACTICE

English Law and Practice Clause

19. This insurance is subject to English law and practice.

NOTE: - It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

INSTITUTE MARINE CARGO CLAUSES – C
CL.254. 1.1.82

RISKS COVERED

Risks Clause

1. This insurance covers, except as provided in Clauses 4, 5, 6 and 7 below,
1.1 loss of or damage to the subject-matter insured reasonably attributable to
1.1.1 fire or explosion
1.1.2 vessel or craft being stranded grounded sunk or capsized
1.1.3 overturning or derailment of land conveyance
1.1.4 collision or contact of vessel craft or conveyance with any external object other than water
1.1.5 discharge of cargo at a port of distress,

1.2 loss of or damage to the subject-matter insured caused by,
1.2.1 general average sacrifice
1.2.2 jettison.

General Average Clause

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2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance.

"Both to Blame Collision" Clause

3. This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim.

EXCLUSIONS

4. General Exclusion Clause

4 In no case shall this insurance cover,

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4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured

4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "packing" 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 Assured or their servants)

4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured

4.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)

4.6 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel

4.7 deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons

4.8 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.

5. Unseaworthiness and Unfitness Exclusion Clause

5.1 In no case shall this insurance cover loss damage or expense arising from unseaworthiness of vessel or craft, unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.

5.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.

War Exclusion Clause

6. In no case shall this insurance cover loss damage or expense caused by

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6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

6.2 capture seizure arrest restraint or detainment, and the consequences thereof or any attempt thereat

6.3 derelict mines torpedoes bombs or other derelict weapons of war.

Strikes Exclusion Clause

7. In no case shall this insurance cover loss damage or expense

7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
7.3 caused by any terrorist or any person acting from a political motive.

DURATION

8. Transit Clause

8.1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either

8.1.1 on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein,

8.1.2 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either,

8.1.2.1 for storage other than in the ordinary course of transit or
8.1.2.2 for allocation or distribution, or

8.1.3 on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge, whichever shall first occur.

8.2 If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

8.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

Termination of Contract of Carriage Clause

9. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 8 above, then this insurance shall also terminate unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either,

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9.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur, or

9.2 if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.

Change of Voyage Clause

10. Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.

CLAIMS

11. Insurable Interest Clause

11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.

11.2 Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

Forwarding Charges Clause

12. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder.

This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.

Constructive Total Loss Clause

13. No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival.

14. Increased Value Clause

14.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

14.2 Where this insurance is on Increased Value the following clause shall apply:

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The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

Not to Inure Clause

15. This insurance shall not inure to the benefit of the carrier or other bailee.

MINIMISING LOSSES

Duty of Assured Clause

16. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder

16.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and

16.2 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.

Waiver Clause

17. 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 of abandonment or otherwise prejudice the rights of either party.

AVOIDANCE OF DELAY

Reasonable Despatch Clause

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

LAW AND PRACTICE

English Law and Practice Clause

19 This insurance is subject to English law and practice.

NOTE: - It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

INSTITUTE REPLACEMENT CLAUSE
CL 161 1/1/34

In the event of loss of or damage to any part or parts of an insured machine caused by a peril covered by the Policy the sum recoverable shall not exceed the cost of replacement or repair of such part or

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parts plus charges for forwarding and refitting, if incurred, but excluding duty unless the full duty is included in the amount insured, in which case loss, if any, sustained by payment of additional duty shall also be recoverable.

Provided always that in no case shall the liability of Underwriters exceed the insured value of the complete machine.

INSTITUTE WAR CLAUSES (CARGO)
Cl. 255 1/1/82

RISKS COVERED

Risks Clause

1. This insurance covers, except as provided in Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by

   1.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

   1.2 capture seizure arrest restraint or detainment, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat

   1.3 derelict mines torpedoes bombs or other derelict weapons of war.

General Average Clause

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these clauses

EXCLUSIONS

General Exclusions Clause

3. In no case shall this insurance cover

   3.1 loss damage or expense attributable to wilful misconduct of the Assured
   3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
   3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 3.3 "packing" 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 Assured or their servants)
   3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
   3.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
   3.6 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel
   3.7 any claim based upon loss of or frustration of the voyage or adventure
   3.8 loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

4. Unseaworthiness and Unfitness Exclusion Clause

4.1 In no case shall this insurance cover loss damage or expense arising from unseaworthiness of vessel or craft, unfitness of vessel craft conveyance container or liftvan for the safe carriage of the

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subject-matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.

4.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.

DURATION

5. Transit Clause

5.1 This insurance

5.1.1 attaches only as the subject-matter insured and as to any part as that part is loaded on an oversea vessel
and

5.1.2 terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that part is discharged from an oversea vessel at the final port or place of discharge,
or
on expiry of 15 days counting from midnight of the day of arrival of the vessel at the final port or place of discharge,
whichever shall first occur;
nevertheless,
subject to prompt notice to the Underwriters and to an additional premium, such insurance

5.1.3 reattaches when, without having discharged the subject-matter insured at the final port or place of discharge, the vessel sails therefrom,
and

5.1.4 terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that part is thereafter discharged from the vessel at the final (or substituted) port or place of discharge,
or
on expiry of 15 days counting from midnight of the day of re-arrival of the vessel at the final port or place of discharge or arrival of the vessel at a substituted port or place of discharge,
whichever shall first occur.

5.2 If during the insured voyage the oversea vessel arrives at an intermediate port or place to discharge the subject-matter insured for on-carriage by oversea vessel or by aircraft, or the goods are discharged from the vessel at a port or place of refuge, then, subject to 5.3 below and to an additional premium if required, this insurance continues until the expiry of 15 days counting from midnight of the day of arrival of the vessel at such port or place, but thereafter reattaches as the subject-matter insured and as to any part as that part is loaded on an on-carrying oversea vessel or aircraft. During the period of 15 days the insurance remains in force after discharge only whilst the subject-matter insured and as to any part as that part is at such port or place. If the goods are on-carried within the said period of 15 days or if the insurance reattaches as provided in this Clause 5.2

5.2.1 where the on-carriage is by oversea vessel this insurance continues subject to the terms of these clauses, or

5.2.2 where the on-carriage is by aircraft, the current Institute War Clauses (Air Cargo) (excluding sendings by Post) shall be deemed to form part of this insurance and shall apply to the on-carriage by air.

5.3 If the voyage in the contract of carriage is terminated at a port or place other than the destination agreed therein, such port or place shall be deemed to be the final port of discharge and such insurance terminates in accordance with 5.1.2. If the subject-matter insured is subsequently re-shipped to the original or any other destination, then *provided*

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notice is given to the Underwriters before the commencement of such further transit and subject to an additional premium, such insurance reattaches

5.3.1 in the case of the subject-matter insured having been discharged, as the subject-matter insured and as to any part as that part is loaded on the on-carrying vessel for the voyage;

5.3.2 in the case of the subject-matter insured not having been discharged, when the vessel sails from such deemed final port of discharge;

thereafter such insurance terminates in accordance with 5.1.4.

5.4 The insurance against the risks of mines and derelict torpedoes, floating or submerged, is extended whilst the subject-matter insured or any part thereof is on craft whilst in transit to or from the oversea vessel, but in no case beyond the expiry of 60 days after discharge from the oversea vessel unless otherwise specially agreed by the Underwriters.

5.5 Subject to prompt notice to Underwriters, and to an additional premium if required, this insurance shall remain in force within the provisions of these Clauses during any deviation, or any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

(For the purpose of Clause 5
"arrival" shall be deemed to mean the vessel is anchored, moored or otherwise secured at a berth or place within the Harbour Authority area. If such a berth or place is not available, arrival is deemed to have occurred when the vessel first anchors, moors or otherwise secures either at or off the intended port or place of discharge
"oversea vessel" shall be deemed to mean a vessel carrying the subject-matter from one port or place to another where such voyage involves a sea passage by that vessel)

6. Change of Voyage Clause

Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.

7. Anything contained in this contract which is inconsistent with Clauses 3.7, 3.8 or 5 shall, to the extent of such inconsistency, be null and void.

CLAIMS

8. Insurable Interest Clause

8.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.

8.2 Subject to 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

9. Increased Value Clause

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9.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.
In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

9.2 Where this insurance is on Increased Value the following clause shall apply:
The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.
In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

Not to Inure Clause

10. This insurance shall not inure to the benefit of the carrier or other bailee.

MINIMISING LOSSES

Duty of Assured Clause

11. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder
    11.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss,
    and
    11.2 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.

Waiver Clause

12. 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 of abandonment or otherwise prejudice the rights of either party.

AVOIDANCE OF DELAY

Reasonable Despatch Clause

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

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LAW AND PRACTICE

English Law and Practice Clause

14. This insurance is subject to English law and practice.

NOTE: - It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

INSTITUTE STRIKES CLAUSES (CARGO)
Cl. 256 1/1/82

RISKS COVERED

Risks Clause

1. This insurance covers, except as provided in Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by
   1.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
   1.2 any terrorist or any person acting from a political motive.

General Average Clause

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these clauses.

EXCLUSIONS

General Exclusions Clause

3. In no case shall this insurance cover

   3.1 loss damage or expense attributable to wilful misconduct of the Assured
   3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
   3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 3.3 "packing" 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 Assured or their servants)
   3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
   3.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
   3.6 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel
   3.7 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot and civil commotion
   3.8 any claim based upon loss of or frustration of the voyage or adventure
   3.9 loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
   3.10 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.

4. Unseaworthiness and Unfitness Exclusion Clause

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4.1 In no case shall this insurance cover loss damage or expense arising from unseaworthiness of vessel or craft, unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.

4.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.

DURATION

5. Transit Clause

5.1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either

5.1.1 on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein,

5.1.2 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either

5.1.2.1 for storage other than in the ordinary course of transit or

5.1.2.2 for allocation or distribution,

or

5.1.3 on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge, whichever shall first occur

5.2 If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

5.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 6 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

6. Termination of Contract of Carriage Clause

If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 5 above, then this insurance shall also terminate unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either

6.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,

or

6.2 if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 5 above.

7. Change of Voyage Clause

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Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.

CLAIMS

8. Insurable Interest Clause

8.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.

8.2 Subject to 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

9. Increased Value Clause

9.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.
In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

9.2 Where this insurance is on Increased Value the following clause shall apply:
The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.
In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

Not to Inure Clause

10. This insurance shall not inure to the benefit of the carrier or other bailee.

MINIMISING LOSSES

Duty of Assured Clause

11. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder
    11.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss,
    and
    11.2 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.

Waiver Clause

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12. 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 of abandonment or otherwise prejudice the rights of either party.

AVOIDANCE OF DELAY

Reasonable Despatch Clause

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

LAW AND PRACTICE

English Law and Practice Clause

14. This insurance is subject to English law and practice.

NOTE: - It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

INSTITUTE WAR CLAUSES
(Sendings by Post)
Cl. 257 1/1/82

RISKS COVERED

Risks Clause

1. This insurance covers, except as provided in Clause 3 below, loss of or damage to the subject-matter insured caused by

   1.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

   1.2 capture seizure arrest restraint or detainment, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat

   1.3 derelict mines torpedoes bombs or other derelict weapons of war.

General Average Clause

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these clauses.

EXCLUSIONS

General Exclusions Clause

3. In no case shall this insurance cover

   3.1 loss damage or expense attributable to wilful misconduct of the Assured
   3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
   3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 3.3 "packing" 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 Assured or their servants)

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3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
3.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
3.6 any claim based upon loss of or frustration of the voyage or adventure
3.7 loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

DURATION

Transit Clause

4. This insurance attaches only as the subject-matter insured and as to any part as that part leaves the premises of the senders at the place named in the insurance for the commencement of the transit and continues, but with the exclusion of any period during which the subject-matter is in packers' premises, until the subject-matter insured and as to any part as that part is delivered to the address on the postal package(s) when this insurance shall terminate.

5. Anything contained in this contract which is inconsistent with Clauses 3.6, 3.7 or 4 shall, to the extent of such inconsistency, be null and void.

CLAIMS

6. Insurable Interest Clause

6.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.

6.2 Subject to 6.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

MINIMISING LOSSES

Duty of Assured Clause

7. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder

7.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss,
and

7.2 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.

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Waiver Clause

8. 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 of abandonment or otherwise prejudice the rights of either party.

AVOIDANCE OF DELAY

Reasonable Despatch Clause

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

LAW AND PRACTICE

English Law and Practice Clause

10. This insurance is subject to English law and practice.

Note: It is necessary for the Assured when they become aware of an event which is “held covered” under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

INSTITUTE WAR CLAUSES (AIR CARGO)
(excluding sendings by Post)
Cl. 258 1/1/82

RISKS COVERED

Risks Clause

1. This insurance covers, except as provided in Clause 2 below, loss of or damage to the subject-matter insured caused by

   1.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

   1.2 capture seizure arrest restraint or detainment, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat

   1.3 derelict mines torpedoes bombs or other derelict weapons of war.

EXCLUSIONS

General Exclusions Clause

2. In no case shall this insurance cover

   2.1 loss damage or expense attributable to wilful misconduct of the Assured
   2.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
   2.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 2.3 "packing" 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 Assured or their servants)
   2.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured

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2.5 loss damage or expense arising from unfitness of aircraft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unfitness at the time the subject-matter insured is loaded therein
2.6 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against
2.7 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the aircraft
2.8 any claim based upon loss of or frustration of the voyage or adventure
2.9 loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

DURATION

Transit Clause

3.
3.1 This insurance
3.1.1 attaches only as the subject-matter insured and as to any part as that part is loaded on the aircraft for the commencement of the air transit insured
and
3.1.2 terminates, subject to 3.2 and 3.3 below, either as the subject-matter insured and as to any part as that part is discharged from the aircraft at the final place of discharge
or
on expiry of 15 days counting from midnight of the day of arrival of the aircraft at the final place of discharge,
whichever shall first occur;
nevertheless,
subject to prompt notice to the Underwriters and to an additional premium, such insurance
3.1.3 reattaches when, without having discharged the subject-matter insured at the final place of discharge, the aircraft departs therefrom,
and
3.1.4 terminates, subject to 3.2 and 3.3 below, either as the subject-matter insured and as to any part as that part is thereafter discharged from the aircraft at the final (or substituted) place of discharge,
or
on expiry of 15 days counting from midnight of the day of re-arrival of the aircraft at the final place of discharge or arrival of the aircraft at a substituted place of discharge, whichever shall first occur.

3.2 If during the insured transit the aircraft arrives at an intermediate place to discharge the subject-matter insured for on-carriage by aircraft or oversea vessel, then, subject to 3.3 below and to an additional premium if required, this insurance continues until the expiry of 15 days counting from midnight of the day of arrival of the aircraft at such place, but thereafter reattaches as the subject-matter insured and as to any part as that part is loaded on an on- carrying aircraft or oversea vessel. During the period of 15 days the insurance remains in force after discharge only whilst the subject-matter insured and as to any part as that part is at such intermediate place. If the goods are on-carried within the said period of 15 days or if the insurance reattaches as provided in this Clause 3.2

3.2.1 where the on-carriage is by aircraft this insurance continues subject to the terms of these clauses,
or
3.2.2 where the on-carriage is by oversea vessel, the current Institute War Clauses (Cargo) shall be deemed to form part of this insurance and shall apply to the on-carriage by sea.

3.3 If the air transit in the contract of carriage is terminated at a place other than the destination agreed therein, that place shall be deemed to be the final place of discharge and such insurance terminates in accordance with 3.1.2. If the subject-matter insured is subsequently consigned to

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the original or any other destination, then, *provided notice is given to the Underwriters before the commencement of such further transit and subject to an additional premium,* such insurance reattaches

3.3.1 in the case of the subject-matter insured having been discharged, as the subject-matter insured and as to any part as that part is loaded on the on-carrying aircraft for the transit;
3.3.2 in the case of the subject-matter insured not having been discharged, when the aircraft departs from such deemed final place of discharge;

thereafter such insurance terminates in accordance with 3.1.4.

3.4 Subject to prompt notice to Underwriters, and to an additional premium if required, this insurance shall remain in force within the provisions of these Clauses during any deviation, or any variation of the adventure arising from the exercise of a liberty granted to the air carrier under the contract of carriage.

(For the purpose of Clause 3
"oversea vessel" shall be deemed to mean a vessel carrying the subject-matter from one port or place to another where such voyage involves a sea passage by that vessel)

4. Change of Transit Clause

Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.

5. **Anything contained in this contract which is inconsistent with Clauses 2.8, 2.9 or 3 shall, to the extent of such inconsistency, be null and void.**

CLAIMS

6. Insurable Interest Clause

6.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.

6.2 Subject to 6.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

7. Increased Value Clause

7.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured
In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

7.2 **Where this insurance is on Increased Value the following clause shall apply:**
The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.
In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

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BENEFIT OF INSURANCE

8. Not to Inure Clause

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

MINIMISING LOSSES

9. Duty of Assured Clause

It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder

9.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss,
and

9.2 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.

Waiver Clause

10. 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 of abandonment or otherwise prejudice the rights of either party.

AVOIDANCE OF DELAY

Reasonable Despatch Clause

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

LAW AND PRACTICE

English Law and Practice Clause

12. This insurance is subject to English law and practice.

Note: It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

INSTITUTE CARGO CLAUSES (AIR)
(excluding sendings by Post)
CL 259 1/1/82

RISKS COVERED

1. This insurance covers all risks of loss of or damage to the subject-matter insured except as provided in Clauses 2, 3 and 4 below. — Risks Clause

EXCLUSIONS

2. In no case shall this insurance cover — General Exclusions Clause
2.1 loss damage or expense attributable to wilful misconduct of the Assured

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2.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
2.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 2.3 "packing" 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 Assured or their servants)
2.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
2.5 loss damage or expense arising from unfitness of aircraft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unfitness at the time the subject-matter insured is loaded therein
2.6 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against
2.7 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the aircraft
2.8 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.

3. In no case shall this insurance cover loss damage or expense caused by — War Exclusion Clause

3.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
3.2 capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat
3.3 derelict mines torpedoes bombs or other derelict weapons of war.

4. In no case shall this insurance cover loss damage or expense — Strikes Exclusion Clause

4.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
4.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
4.3 caused by any terrorist or any person acting from a political motive.

DURATION

5. 5.1 This insurance attaches from the time the subject-matter insured leaves the — Transit Clause

warehouse, premises or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either

5.1.1 on delivery to the Consignees' or other final warehouse, premises or place of storage at the destination named herein
5.1.2 on delivery to any other warehouse, premises or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either
5.1.2.1 for storage other than in the ordinary course of transit or
5.1.2.2 for allocation or distribution
or
5.1.3 on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge,

whichever shall first occur.

5.2 If, after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is forwarded to a destination other than that to which it is insured hereunder, this insurance, whilst remaining subject to termination as

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provided for above, shall not extend beyond the commencement of transit to such other destination.

5.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 6 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to the air carriers under the contract of carriage.

6. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a place other than the destination named therein or the transit is otherwise terminated before delivery of the subject-matter insured as provided for in Clause 5 above, then this insurance shall also terminate *unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters,* either

Termination of Contract of Carriage Clause

6.1 until the subject-matter is sold and delivered at such place or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the subject-matter hereby insured at such place, whichever shall first occur, or

6.2 if the subject-matter is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 5 above.

7. Where, after attachment of this insurance, the destination is changed by the Assured, *held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.*

Change of Transit Clause

CLAIMS

8. 8.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss

Insurable Interest Clause

8.2 Subject to 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

9. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder.

Forwarding Charges Clause

This Clause 9, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 2, 3 and 4 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.

10. No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival.

Constructive Total Loss Clause

11. 11.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed

Increased Value Clause

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to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.
In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

11.2 **Where this insurance is on Increased Value the following clause shall apply:**
The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.
In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

12. This insurance shall not inure to the benefit of the carrier or other bailee. — Not to Inure Clause

MINIMISING LOSSES

13. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder — Duty of Assured Clause

13.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss,
and
13.2 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.

14. 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 of abandonment or otherwise prejudice the rights of either party. — Waiver Clause

AVOIDANCE OF DELAY

15. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control. — Reasonable Despatch Clause

LAW AND PRACTICE

16. This insurance is subject to English law and practice. — English Law and Practice Clause

NOTE: - It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

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INSTITUTE STRIKES CLAUSES (AIR CARGO)
CL 260 1/1/82

RISKS COVERED

Risks Clause

1. This insurance covers, except as provided in Clause 2 below, loss of or damage to the subject-matter insured caused by

   1.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
   1.2 any terrorist or any person acting from a political motive.

EXCLUSIONS

General Exclusions Clause

2. In no case shall this insurance cover

   2.1 loss damage or expense attributable to wilful misconduct of the Assured

   2.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured

   2.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 2.3 "packing" 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 Assured or their servants)

   2.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured

   2.5 loss damage or expense arising from unfitness of aircraft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unfitness at the time the subject-matter insured is loaded therein

   2.6 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against

   2.7 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the aircraft

   2.8 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion

   2.9 any claim based upon loss of or frustration of the voyage or adventure

   2.10 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

   2.11 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.

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DURATION

Transit Clause

3.

3.1 This insurance attaches from the time the subject-matter insured leaves the warehouse, premises or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either

3.1.1 on delivery to the Consignees' or other final warehouse, premises or place of storage at the destination named herein

3.1.2 on delivery to any other warehouse, premises or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either

3.1.2.1 for storage other than in the ordinary course of transit or

3.1.2.2 for allocation or distribution

Or

3.1.3 on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge, whichever shall first occur.

3.2 If, after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is forwarded to a destination other than that to which it is insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

3.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 4 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to the air carriers under the contract of carriage.

Termination of Contract of Carriage Clause

4. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a place other than the destination named therein or the transit is otherwise terminated before delivery of the subject-matter insured as provided for in Clause 3 above, then this insurance shall also terminate *unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters,* either

4.1 until the subject-matter is sold and delivered at such place or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the subject-matter hereby insured at such place, whichever shall first occur,

or

4.2 if the subject-matter is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 3 above.

Change of Transit Clause

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5. Where, after attachment of this insurance, the destination is changed by the Assured, *held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.*

CLAIMS

Insurable Interest Clause

6.

6.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.

6.2 Subject to 6.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

Increased Value Clause

7.

7.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

7.2 Where this insurance is on Increased Value the following clause shall apply:

The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

Not to Inure Clause

8. This insurance shall not inure to the benefit of the carrier or other bailee.

MINIMISING LOSSES

Duty of Assured Clause

9. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder

9.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss,

and

9.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised

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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.

Waiver Clause

10. 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 of abandonment or otherwise prejudice the rights of either party.

AVOIDANCE OF DELAY

Reasonable Despatch Clause

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

LAW AND PRACTICE

English Law and Practice Clause

12. This insurance is subject to English law and practice.

NOTE: - It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

INSTITUTE STANDARD CONDITIONS FOR CARGO CONTRACTS
CL 261 1/4/82

1 This contract is to insure the subject-matter specified for the transits and on the conditions named shipped by or for account of {Response} or the insurance of which is under their control as selling or purchasing agent unless insured elsewhere prior to inception of this contract or to insurable interest being acquired.
This contract does not cover the interest of any other person, but this shall not prevent a transfer of the insurance by the Assured or Assignee.

2 It is a condition of this contract that the Assured are bound to declare hereunder every consignment without exception, Underwriters being bound to accept up to but not exceeding the amount specified in clause 3 below.

3

3.1 This contract is for an open amount but the amount declarable may not exceed the sum of {Response} in respect of any one vessel, aircraft or conveyance.
3.2 Should this contract be expressed in the form of a floating policy the total amount declarable hereunder may not exceed {Response} subject always to the provisions of clause 3.1 above.

4 Notwithstanding anything to the contrary contained in this contract Underwriters' liability in respect of any one accident or series of accidents arising from the same event in any one location shall not exceed the sum of {Response}.

5 In the event of loss accident or arrival before declaration of value it is agreed that the basis of valuation shall be the prime cost of the goods or merchandise plus the expenses of and incidental to shipping, the freight for which the Assured are liable, the charges of insurance and {Response} %.

6 This contract is subject to the Institute Classification Clause.

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7 Should the risks of war, strikes, riots and civil commotions be included in the cover granted by this contract the relevant Institute War Clauses and Institute Strikes Clauses shall apply

8 The Institute Clauses referred to herein are those current at the inception of this contract but should such clauses be revised during the period of this contract, and provided that Underwriters shall have given at least 30 days notice thereof, then the revised Institute Clauses shall apply to risks attaching subsequent to the date of expiry of the said notice.

9 This contract may be cancelled by either Underwriters or the Assured giving {Response} days notice in writing to take effect from {Response} but risks covered by Institute War Clauses may be cancelled at seven days notice and risks covered by the Institute Strikes Clauses may be cancelled at seven days notice, or at forty-eight hours notice in respect of shipments to or from the United States of America. Notice shall commence from midnight of the day when it is issued but cancellation shall not apply to any risks which have attached in accordance with the cover granted hereunder before the cancellation becomes effective.

NOTE The Assured are required to give the earliest provisional notice of intended shipments advising in each case the name of the vessel and approximate value of the shipments.

INSTITUTE FROZEN FOOD CLAUSES (A)
(Excluding Frozen Meat)
CL 263 1/1/86

RISKS COVERED

1. This insurance covers, except as provided in Clauses 4, 5, 6 and 7 below, — Risks Clause

- 1.1 all risks of loss of or damage to the subject-matter insured, other than loss or damage resulting from any variation in temperature howsoever caused,
- 1.2 loss of or damage to the subject-matter insured resulting from any variation in temperature attributable to
  - 1.2.1 breakdown of refrigerating machinery resulting in its stoppage for a period of not less than 24 consecutive hours
  - 1.2.2 fire or explosion
  - 1.2.3 vessel or craft being stranded grounded sunk or capsized
  - 1.2.4 overturning or derailment of land conveyance
  - 1.2.5 collision or contact of vessel craft or conveyance with any external object other than water
  - 1.2.6 discharge of cargo at a port of distress.

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance. — General Average Clause

3. This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim. — "Both to Blame Collision" Clause

EXCLUSIONS

4. In no case shall this insurance cover — General Exclusions Clause

- 4.1 loss damage or expense attributable to wilful misconduct of the Assured

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4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured

4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "packing" 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 Assured or their servants)

4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured (except loss damage or expense resulting from variation in temperature specifically covered under Clause 1.2 above)

4.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)

4.6 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel

4.7 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

4.8 loss damage or expense arising from any failure of the Assured or their servants to take all reasonable precautions to ensure that the subject-matter insured is kept in refrigerated or, where appropriate, properly insulated and cooled space

4.9 any loss damage or expense otherwise recoverable hereunder unless prompt notice thereof is given to the Underwriters and, in any event, not later than 30 days after the termination of this insurance.

5. 5.1 In no case shall this insurance cover loss damage or expense arising from

unseaworthiness of vessel or craft,

unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured,

where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.

Unseaworthiness and Unfitness Exclusion Clause

5.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.

6. In no case shall this insurance cover loss damage or expense caused by

War Exclusion Clause

6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

6.2 capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat

6.3 derelict mines torpedoes bombs or other derelict weapons of war.

7. In no case shall this insurance cover loss damage or expense

Strikes Exclusion Clause

7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions

7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions

7.3 caused by any terrorist or any person acting from a political motive.

DURATION

8. 8.1 This insurance attaches from the time the goods are loaded into the conveyance at freezing works or cold store at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either

Transit Clause

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8.1.1 on delivery to the cold store or place of storage at the destination named herein,

8.1.2 on delivery to any other cold store or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either

8.1.2.1 for storage other than in the ordinary course of transit or

8.1.2.2 for allocation or distribution,

or

8.1.3 on the expiry of 5 days after discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge,

whichever shall first occur.

8.2 If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

8.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

9. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 8 above, then this insurance shall also terminate *unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters,* either

Termination of Contract of Carriage Clause

9.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,

or

9.2 if the goods are forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.

10. Where, after attachment of this insurance, the destination is changed by the Assured, *held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.*

Change of Voyage Clause

CLAIMS

11. 11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.

Insurable Interest Clause

11.2 Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

12. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the

Forwarding Charges Clause

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subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder.
This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.

13. No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival. — Constructive Total Loss Clause

14. 14.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.
In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances. — Increased Value Clause

14.2 Where this insurance is on Increased Value the following clause shall apply:
The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.
In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

15. This insurance shall not inure to the benefit of the carrier or other bailee. — Not to Inure Clause

MINIMISING LOSSES

16. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder — Duty of Assured Clause

16.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss,
and

16.2 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.

17. 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 of abandonment or otherwise prejudice the rights of either party. — Waiver Clause

AVOIDANCE OF DELAY

18. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control. — Reasonable Despatch Clause

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LAW AND PRACTICE

19. This insurance is subject to English law and practice. English Law and Practice Clause

NOTE: - It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

SPECIAL NOTE: - This insurance does not cover loss damage or expense caused by embargo, or by rejection prohibition or detention by the government of the country of import or their agencies or departments, but does not exclude loss of or damage to the subject-matter insured caused by risks insured hereunder and sustained prior to any such embargo rejection prohibition or detention.

INSTITUTE FROZEN FOOD CLAUSES (C)
(Excluding Frozen Meat)
CL 264 1/1/86

RISKS COVERED

1. This insurance covers, except as provided in Clauses 4, 5, 6 and 7 below, Risks Clause

- 1.1 loss of or damage to the subject-matter insured attributable to
  - 1.1.1 fire or explosion
  - 1.1.2 vessel or craft being stranded grounded sunk or capsized
  - 1.1.3 overturning or derailment of land conveyance
  - 1.1.4 collision or contact of vessel craft or conveyance with any external object other than water
  - 1.1.5 discharge of cargo at a port of distress,
- 1.2 loss of or damage to the subject-matter insured caused by
  - 1.2.1 general average sacrifice
  - 1.2.2 jettison.

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance. General Average Clause

3. This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim. "Both to Blame Collision" Clause

EXCLUSIONS

4. In no case shall this insurance cover General Exclusions Clause

- 4.1 loss damage or expense attributable to wilful misconduct of the Assured
- 4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
- 4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "packing" 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 Assured or their servants)
- 4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
- 4.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)

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4.6 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel

4.7 deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons

4.8 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

4.9 loss damage or expense arising from any failure of the Assured or their servants to take all reasonable precautions to ensure that the subject-matter insured is kept in refrigerated or, where appropriate, properly insulated and cooled space

4.10 any loss damage or expense otherwise recoverable hereunder unless prompt notice thereof is given to the Underwriters and, in any event, not later than 30 days after the termination of this insurance.

5. 5.1 In no case shall this insurance cover loss damage or expense arising from

unseaworthiness of vessel or craft,

unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured,

where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.

Unseaworthiness and Unfitness Exclusion Clause

5.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.

6. In no case shall this insurance cover loss damage or expense caused by

War Exclusion Clause

6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

6.2 capture seizure arrest restraint or detainment and the consequences thereof or any attempt thereat

6.3 derelict mines torpedoes bombs or other derelict weapons of war.

7. In no case shall this insurance cover loss damage or expense

Strikes Exclusion Clause

7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions

7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions

7.3 caused by any terrorist or any person acting from a political motive.

DURATION

8. 8.1 This insurance attaches from the time the goods are loaded into the conveyance at freezing works or cold store at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either

Transit Clause

8.1.1 on delivery to the cold store or place of storage at the destination named herein,

8.1.2 on delivery to any other cold store or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either

8.1.2.1 for storage other than in the ordinary course of transit or

8.1.2.2 for allocation or distribution,

or

8.1.3 on the expiry of 5 days after discharge overside of the goods hereby insured from the oversea vessel at the final port of

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discharge,

whichever shall first occur.

8.2 If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

8.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

9. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 8 above, then this insurance shall also terminate *unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters,* either

Termination of Contract of Carriage Clause

9.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,

or

9.2 if the goods are forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.

10. Where, after attachment of this insurance, the destination is changed by the Assured, *held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters*.

Change of Voyage Clause

CLAIMS

11. 11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.

Insurable Interest Clause

11.2 Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

12. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder.

This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.

Forwarding Charges Clause

13. No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering,

Constructive Total Loss Clause

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reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival.

14. 14.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.
In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances. — Increased Value Clause

14.2 Where this insurance is on Increased Value the following clause shall apply:
The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.
In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

15. This insurance shall not inure to the benefit of the carrier or other bailee. — Not to Inure Clause

MINIMISING LOSSES

16. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder — Duty of Assured Clause

16.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss,
and

16.2 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.

17. 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 of abandonment or otherwise prejudice the rights of either party. — Waiver Clause

AVOIDANCE OF DELAY

18. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control. — Reasonable Despatch Clause

LAW AND PRACTICE

19. This insurance is subject to English law and practice. — English Law and Practice Clause

NOTE: - It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.
SPECIAL NOTE: - This insurance does not cover loss damage or expense caused by embargo, or by rejection prohibition or detention by the government of the country of import or their agencies or

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departments, but does not exclude loss of or damage to the subject-matter insured caused by risks insured hereunder and sustained prior to any such embargo rejection prohibition or detention.

INSTITUTE STRIKES CLAUSES (FROZEN FOOD)
(Excluding Frozen Meat)
CL 265 1/1/86

RISKS COVERED

1. This insurance covers, except as provided in Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by — Risks Clause

1.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions

1.2 any terrorist or any person acting from a political motive.

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these clauses. — General Average Clause

EXCLUSIONS

3. In no case shall this insurance cover — General Exclusions Clause

3.1 loss damage or expense attributable to wilful misconduct of the Assured

3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured

3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 3.3 "packing" 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 Assured or their servants)

3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured

3.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)

3.6 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel

3.7 loss damage or expense arising from the absence shortage or withholding of equipment, power, fuel, coolant, refrigerant or labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion

3.8 any claim based upon loss of or frustration of the voyage or adventure

3.9 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

3.10 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

3.11 any loss damage or expense otherwise recoverable hereunder unless prompt notice thereof is given to the Underwriters and, in any event, not later than 30 days after the termination of this insurance.

4. 4.1 In no case shall this insurance cover loss damage or expense arising from — Unseaworthiness and Unfitness Exclusion Clause

unseaworthiness of vessel or craft,

unfitness of vessel craft conveyance container or liftvan for the

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safe carriage of the subject-matter insured,

where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.

4.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.

DURATION

5. 5.1 This insurance attaches from the time the goods are loaded into the conveyance at freezing works or cold store at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either — Transit Clause

5.1.1 on delivery to the cold store or place of storage at the destination named herein,

5.1.2 on delivery to any other cold store or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either

5.1.2.1 for storage other than in the ordinary course of transit

or

5.1.2.2 for allocation or distribution,

or

5.1.3 on the expiry of 5 days after discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge,

whichever shall first occur.

5.2 If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

5.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 6 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

6. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 5 above, then this insurance shall also terminate *unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters,* either — Termination of Contract of Carriage Clause

6.1 until the goods are sold and delivered at such port or place or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,

or

6.2 if the goods are forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 5 above.

7. Where, after attachment of this insurance, the destination is changed by the — Change of

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Assured, *held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters*. — Voyage Clause

CLAIMS

8. 8.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss. — Insurable Interest Clause

8.2 Subject to 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

9. 9.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. — Increased Value Clause

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

9.2 Where this insurance is on Increased Value the following clause shall apply:

The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

10. This insurance shall not inure to the benefit of the carrier or other bailee. — Not to Inure Clause

MINIMISING LOSSES

11. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder — Duty of Assured Clause

11.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss,
and

11.2 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.

12. 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 of abandonment or otherwise prejudice the rights of either party. — Waiver Clause

AVOIDANCE OF DELAY

13. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control. — Reasonable Despatch Clause

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LAW AND PRACTICE

14. This insurance is subject to English law and practice. English Law and Practice Clause

NOTE: - It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.
SPECIAL NOTE: - This insurance does not cover loss damage or expense caused by embargo, or by rejection prohibition or detention by the government of the country of import or their agencies or departments, but does not exclude loss of or damage to the subject-matter insured caused by risks insured hereunder and sustained prior to any such embargo rejection prohibition or detention.

INSTITUTE MALICIOUS DAMAGE CLAUSE
CL 266 1/8/82

In consideration of an additional premium, it is hereby agreed that the exclusion "deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons" is deemed to be deleted and further that this insurance covers loss of or damage to the subject-matter insured caused by malicious acts vandalism or sabotage, subject always to the other exclusions contained in this insurance.

INSTITUTE COAL CLAUSES
CL 267 1/10/82

RISKS COVERED

Risks Clause

1. This insurance covers, except as provided in Clauses 4, 5, 6 and 7 below,

   1.1 loss of or damage to the subject-matter insured reasonably attributable to

      1.1.1 fire explosion or heating, even when caused by spontaneous combustion, inherent vice or nature of the subject-matter insured
      1.1.2 vessel being stranded grounded sunk or capsized
      1.1.3 collision or contact of vessel with any external object other than water
      1.1.4 discharge of cargo at a port of distress
      1.1.5 earthquake volcanic eruption or lightning,

   1.2 loss of or damage to the subject-matter insured caused by
      1.2.1 general average sacrifice
      1.2.2 jettison or washing overboard
      1.2.3 entry of sea lake or river water into vessel hold container or place of storage.

General Average Clause

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance.

"Both to Blame Collision" Clause

3. This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to

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notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim.

EXCLUSIONS

General Exclusions Clause

4. In no case shall this insurance cover

4.1 loss damage or expense attributable to wilful misconduct of the Assured
4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
4.3 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
4.4 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel
4.5 deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons
4.6 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.

Unseaworthiness and Unfitness Exclusion Clause

5.

5.1 In no case shall this insurance cover loss damage or expense arising from

unseaworthiness of vessel or craft,

unfitness of vessel craft conveyance or container for the safe carriage of the subject-matter insured,

where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.

5.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.

War Exclusion Clause

6. In no case shall this insurance cover loss damage or expense caused by

6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

6.2 capture seizure arrest restraint or detainment, and the consequences thereof or any attempt thereat

6.3 derelict mines torpedoes bombs or other derelict weapons of war.

Strikes Exclusion Clause

7. In no case shall this insurance cover loss damage or expense

7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions

7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions

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7.3 caused by any terrorist or any person acting from a political motive.

DURATION

Transit Clause

8.

8.1 This insurance attaches as the subject-matter insured is loaded on board the oversea vessel at the port or place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates as the subject-matter insured is discharged overside from the oversea vessel at the destination named herein.

8.2 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

Termination of Contract of Affreightment Clause

9. If owing to circumstances beyond the control of the Assured either the contract of affreightment is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before discharge overside of the subject-matter insured at the destination named herein as provided for in Clause 8 above, then this insurance shall also terminate *unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters,* either

9.1 until the subject-matter insured is sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 15 days after arrival of the subject-matter insured at such port or place, whichever shall first occur,

or

9.2 if the subject-matter insured is forwarded within the said period of 15 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above**.**

Change of Voyage Clause

10. Where, after attachment of this insurance, the destination is changed by the Assured, *held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.*

CLAIMS

Insurable Interest Clause

11.

11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.

11.2 Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

Forwarding Charges Clause

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12. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder.

    This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.

Constructive Total Loss Clause

13. No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival.

Increased Value Clause

14.

14.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

    In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

14.2 Where this insurance is on Increased Value the following clause shall apply:

    The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

    In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

Not to Inure Clause

15. This insurance shall not inure to the benefit of the carrier or other bailee.

MINIMISING LOSSES

Duty of Assured Clause

16. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder

16.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss,

    and

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16.2 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.

Waiver Clause

17. 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 of abandonment or otherwise prejudice the rights of either party.

AVOIDANCE OF DELAY

Reasonable Despatch Clause

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

LAW AND PRACTICE

English Law and Practice Clause

19. This insurance is subject to English law and practice.

NOTE: - *It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.*

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INSTITUTE STRIKES CLAUSES (COAL)
CL 268 1/10/82

RISKS COVERED

Risks Clause

1. This insurance covers, except as provided in Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by

   1.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
   1.2 any terrorist or any person acting from a political motive.

General Average Clause

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these clauses.

EXCLUSIONS

General Exclusions Clause

3. In no case shall this insurance cover

   3.1 loss damage or expense attributable to wilful misconduct of the Assured
   3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
   3.3 loss damage or expense caused by inherent vice or nature of the subject-matter insured
   3.4 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
   3.5 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel
   3.6 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion
   3.7 any claim based upon loss of or frustration of the voyage or adventure
   3.8 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
   3.9 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.

Unseaworthiness and Unfitness Exclusion Clause

4. 4.1 In no case shall this insurance cover loss damage or expense arising from

   unseaworthiness of vessel or craft,

   unfitness of vessel craft conveyance or container for the safe carriage of the subject-matter insured,

   where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.

   4.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.

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DURATION

Transit Clause

5.

5.1 This insurance attaches as the subject-matter insured is loaded on board the oversea vessel at the port or place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates as the subject-matter insured is discharged overside from the oversea vessel at the destination named herein.

5.2 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 6 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

Termination of Contract of Affreightment Clause

6. If owing to circumstances beyond the control of the Assured either the contract of affreightment is terminated at a port of place other than the destination named therein or the transit is otherwise terminated before discharge overside of the subject-matter insured at the destination named herein as provided for in Clause 5 above, then this insurance shall also terminate *unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters,* either

6.1 until the subject-matter insured is sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 15 days after arrival of the subject-matter insured at such port or place, whichever shall first occur,
or
6.2 if the subject-matter insured is forwarded within the said period of 15 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 5 above.

Change of Voyage Clause

7. Where, after attachment of this insurance, the destination is changed by the Assured, *held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters*.

CLAIMS

Insurable Interest Clause

8.

8.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.

8.2 Subject to 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

Increased Value Clause

9.

9.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under

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this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

9.2 Where this insurance is on Increased Value the following clause shall apply:

The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

Not to Inure

10. This insurance shall not inure to the benefit of the carrier or other bailee.

MINIMISING LOSSES

Duty of Assured Clause

11. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder

    11.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss,

    and

    11.2 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.

Waiver Clause

12. 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 of abandonment or otherwise prejudice the rights of either party.

AVOIDANCE OF DELAY

Reasonable Despatch Clause

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

LAW AND PRACTICE

English Law and Practice Clause

14. This insurance is subject to English law and practice.

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NOTE: - *It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.*

INSTITUTE MARINE POLICY GENERAL PROVISIONS (CARGO)
CL 269 1/10/82

The following general provisions are incorporated in this contract:

ENGLISH LAW AND PRACTICE CLAUSE
This insurance is subject to English Law and practice.

INSURABLE INTEREST CLAUSE
1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.

2 Subject to 1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

DUTY OF ASSURED CLAUSE
It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder
1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and
2 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.

WAIVER CLAUSE
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 of abandonment or otherwise prejudice the rights of either party.

WAR EXCLUSION CLAUSE
In no case shall this insurance cover loss damage or expense caused by
1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
2 capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat
3 derelict mines torpedoes bombs or other derelict weapons of war.

ATOMIC AND NUCLEAR EXCLUSION CLAUSE
In no case shall this insurance cover 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.

The following provision shall be paramount and shall override anything which may appear elsewhere in this contract:-

Should this insurance be extended to cover any loss damage or expense excluded by the above War Exclusion Clause, such war risks cover shall not extend to any claim based upon loss of or frustration of the insured voyage or adventure.

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INSTITUTE WAR CANCELLATION CLAUSE (CARGO)
CL 271 1/12/82

The cover against war risks (as defined in the relevant Institute War Clauses) may be cancelled by either the Underwriters or the Assured except in respect of any insurance which shall have attached in accordance with the conditions of the Institute War Clauses before the cancellation becomes effective. Such cancellation shall however only become effective on the expiry of 7 days from midnight of the day on which notice of the cancellation is issued by or to the Underwriters.

INSTITUTE THEFT, PILFERAGE AND NON-DELIVERY CLAUSE
(For use only with Institute Clauses)
CL 272 1/12/82

In consideration of an additional premium, it is hereby agreed that this insurance covers loss of or damage to the subject-matter insured caused by theft or pilferage, or by non-delivery of an entire package, subject always to the exclusions contained in this insurance.

INSTITUTE BULK OIL CLAUSES
CL 273 1/2/83

RISKS COVERED

1. This insurance covers, except as provided in Clauses 4, 5, 6, and 7 below, — Risks Clause

- 1.1 loss of or contamination of the subject-matter insured reasonably attributable to
  - 1.1.1 fire or explosion.
  - 1.1.2 vessel or craft being stranded grounded sunk or capsized
  - 1.1.3 collision or contact of vessel or craft with any external object other than water
  - 1.1.4 discharge of cargo at a port or place of distress
  - 1.1.5 earthquake volcanic eruption or lightning,
- 1.2 loss of or contamination of the subject-matter insured caused by
  - 1.2.1 general average sacrifice
  - 1.2.2 jettison
  - 1.2.3 leakage from connecting pipelines in loading transhipment or discharge
  - 1.2.4 negligence of Master Officers or Crew in pumping cargo ballast or fuel,
- 1.3 contamination of the subject-matter insured resulting from stress of weather.

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance. — General Average Clause

3. This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim. — "Both to Blame Collision" Clause

EXCLUSIONS

4. In no case shall this insurance cover — General Exclusions Clause

- 4.1 loss damage or expense attributable to wilful misconduct of the Assured
- 4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
- 4.3 loss damage or expense caused by inherent vice or nature of the subject-matter insured

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4.4 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)

4.5 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel

4.6 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.

5. 5.1 In no case shall this insurance cover loss damage or expense arising from — Unseaworthiness and Unfitness Clause

unseaworthiness of vessel or craft,

unfitness of vessel craft or conveyance for the safe carriage of the subject-matter insured,

where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.

5.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness of unfitness.

6. In no case shall this insurance cover loss damage or expense caused by — War Exclusion Clause

6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

6.2 capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat

6.3 derelict mines torpedoes bombs or other derelict weapons of war.

7. In no case shall this insurance cover loss damage or expense — Strikes Exclusion Clause

7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions

7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions

7.3 caused by any terrorist or any person acting from a political motive.

DURATION

8. 8.1 This insurance attaches as the subject-matter insured leaves tanks for the purpose of loading at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either — Transit Clause

8.1.1 as the subject-matter insured enters tanks on discharge to place of storage or to storage vessel at the destination named herein,

or

8.1.2 on the expiry of 30 days after the date of arrival of the vessel at the destination named herein, whichever shall first occur.

8.2 If, after discharge from the oversea vessel into craft at the final port or place of discharge, but prior to the termination of this insurance under 8.1 above, the subject-matter insured or any part thereof is to be forwarded to a destination other than that to which it is insured hereunder, the insurance on the subject-matter insured or such part thereof shall not extend beyond the commencement of transit to such other destination, *unless otherwise agreed by the Underwriters upon the receipt of prompt notice from the Assured.*

8.3 *Subject to prompt notice being given to the Underwriters and to an additional premium if required by them*, this insurance shall remain in force (until terminated under 8.1 or 8.2 above and subject to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any other variation of the adventure provided such other

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variation is beyond the control of the Assured.

9. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is terminated otherwise than as provided in Clause 8 above, then this insurance shall also terminate *unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters,* either — Termination of Contract of Carriage Clause

9.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,
or

9.2 if the goods are forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.

10. Where, after attachment of this insurance, the destination is changed by the Assured, *held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.* — Change of Voyage Clause

CLAIMS

11. 11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss. — Insurable Interest Clause

11.2 Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

12. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder. — Forwarding Charges Clause

This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency of financial default of the Assured or their servants.

13. No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival. — Constructive Total Loss Clause

14. 14.1 If any Increased Value Insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, the liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. — Increased Value Clause

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

14.2 **Where this insurance is on Increased Value the following clause shall apply:**

The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum

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insured herein bears to such total amount insured.
In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

15. Claims for leakage and shortage recoverable under this insurance are to be adjusted as follows:- — Adjustment Clause

15.1 The amount recoverable shall be the proportionate insured value of the volume of oil lost, to be ascertained by a comparison of the gross volume certified as having left tanks for loading on to the vessel with the gross volume certified as having been delivered to tanks at the termination of the transit, except that where the contract of sale is based on weight and not on volume the amount recoverable may be calculated on a weight basis from such certified quantities.
The term "gross volume" in this Clause 15.1 means total volume without deduction of sediment and water content and free water, except to the extent that the amount of water can be shown by the Assured to have increased abnormally during the insured transit as a result of the operation of a risk covered by this insurance.

15.2 Adjustment shall be made to the calculation under 15.1 above to eliminate any change in volume caused by variation in temperature and any apparent change in quantity arising from the use of inconsistent procedures in determining the certified quantities.

15.3 Where this insurance provides for an excess to be applied to claims for leakage or shortage, such excess shall be deemed to include ordinary loss in weight or volume except when caused by variation in temperature or settling out of water. Where there is no such provision, the amount recoverable in accordance with Clauses 15.1 and 15.2 shall be subject to reduction for any ordinary loss excluded by Clause 4.2 above.

BENEFIT OF INSURANCE

16. This insurance shall not inure to the benefit of the carrier or other bailee. — Not to Inure Clause

MINIMISING LOSSES

17. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder — Duty of Assured Clause

17.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss,
and

17.2 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.

18. 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 of abandonment or otherwise prejudice the rights of either party. — Waiver Clause

AVOIDANCE OF DELAY

19. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control. — Reasonable Despatch Clause

LAW AND PRACTICE

20. This insurance is subject to English law and practice. — English Law and Practice

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Clause

NOTE: - It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

INSTITUTE STRIKES CLAUSES (BULK OIL)
CL 274 1/2/83

RISKS COVERED

1. This insurance covers, except as provided in Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by — Risks Clause
   - 1.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
   - 1.2 any terrorist or any person acting from a political motive.

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these clauses. — General Average Clause

EXCLUSIONS

3. In no case shall this insurance cover — General Exclusions Clause
   - 3.1 loss damage or expense attributable to wilful misconduct of the Assured
   - 3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
   - 3.3 loss damage or expense caused by inherent vice or nature of the subject-matter insured
   - 3.4 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
   - 3.5 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel
   - 3.6 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion
   - 3.7 any claim based upon loss of or frustration of the voyage or adventure
   - 3.8 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
   - 3.9 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.

4. 4.1 In no case shall this insurance cover loss damage or expense arising from — Unseaworthiness and Unfitness Exclusion Clause
   - unseaworthiness of vessel or craft,
   - unfitness of vessel craft or conveyance for the safe carriage of the subject-matter insured,

   where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.
   - 4.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness of unfitness.

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DURATION

5. 5.1 This insurance attaches as the subject-matter insured leaves tanks for the purpose of loading at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either — Transit Clause

5.1.1 as the subject-matter insured enters tanks on discharge to place of storage or to storage vessel at the destination named herein, or

5.1.2 on the expiry of 30 days after the date of arrival of the vessel at the destination named herein, whichever shall first occur.

5.2 If, after discharge from the oversea vessel into craft at the final port or place of discharge, but prior to the termination of this insurance under 5.1 above, the subject-matter insured or any part thereof is to be forwarded to a destination other than that to which it is insured hereunder, the insurance on the subject-matter insured or such part thereof shall not extend beyond the commencement of transit to such other destination, *unless otherwise agreed by the Underwriters upon receipt of prompt notice from the Assured.*

5.3 *Subject to prompt notice being given to the Underwriters and to an additional premium if required by them,* this insurance shall remain in force (until terminated under 5.1 or 5.2 above and subject to the provisions of Clause 6 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any other variation of the adventure provided such other variation is beyond the control of the Assured.

6. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is terminated otherwise than as provided is Clause 5 above, then this insurance shall also terminate *unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters,* either — Termination of Contract of Carriage Clause

6.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the goods hereby insured at such port or place, whichever shall first occur, or

6.2 if the goods are forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 5 above.

7. Where, after attachment of this insurance, the destination is changed by the Assured, *held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.* — Change of Voyage Clause

CLAIMS

8. 8.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss. — Insurable Interest Clause

8.2 Subject to 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

9. 9.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this

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insurance shall be in such proportion as the sum insured herein bears to such total amount insured.
In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

9.2 **Where this insurance is on Increased Value the following clause shall apply:**
The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.
In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

10. Claims for leakage and shortage recoverable under this insurance are to be adjusted as follows:- Adjustment Clause

10.1 The amount recoverable shall be the proportionate insured value of the volume of oil lost, to be ascertained by a comparison of the gross volume certified as having left tanks for loading on to the vessel with the gross volume certified as having been delivered to tanks at the termination of the transit, except that where the contract of sale is based on weight and not on volume the amount recoverable may be calculated on a weight basis from such certified quantities.
The term "gross volume" in this Clause 10.1 means total volume without deduction of sediment and water content and free water, except to the extent that the amount of water can be shown by the Assured to have increased abnormally during the insured transit as a result of the operation of a risk covered by this insurance.

10.2 Adjustment shall be made to the calculation under 10.1 above to eliminate any change in volume caused by variation in temperature and any apparent change in quantity arising from the use of inconsistent procedures in determining the certified quantities.

10.3 Where this insurance provides for an excess to be applied to claims for leakage or shortage, such excess shall be deemed to include ordinary loss in weight or volume except when caused by variation in temperature or settling out of water. Where there is no such provision, the amount recoverable in accordance with Clauses 10.1 and 10.2 shall be subject to reduction for any ordinary loss excluded by Clause 3.2 above.

BENEFIT OF INSURANCE

11. This insurance shall not inure to the benefit of the carrier or other bailee. Not to Inure Clause

MINIMISING LOSSES

12. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder Duty of Assured Clause

12.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss,
and

12.2 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.

13. 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 of abandonment or otherwise prejudice the rights of either Waiver Clause

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party.

AVOIDANCE OF DELAY

14. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control. — Reasonable Despatch Clause

LAW AND PRACTICE

15. This insurance is subject to English law and practice. — English Law and Practice Clause

NOTE: - It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

INSTITUTE COMMODITY TRADES CLAUSES (A)
Agreed with The Federation of Commodity Associations for the insurance of shipments of Cocoa, Coffee, Cotton, Fats and Oils not in bulk, Hides, Skins and Leather, Metals, Oil Seeds, Sugar (Raw or Refined), and Tea
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RISKS COVERED

1. This insurance covers all risks of loss of or damage to the subject-matter insured except as provided in Clauses 4, 5, 6 and 7 below. — Risks Clause

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance. — General Average Clause

3. This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim. — "Both to Blame Collision" Clause

EXCLUSIONS

4. In no case shall this insurance cover — General Exclusions Clause

- 4.1 loss damage or expense attributable to wilful misconduct of the Assured
- 4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
- 4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "packing" 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 Assured or their servants)
- 4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
- 4.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
- 4.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel,

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the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage
This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract

4.7 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.

5. 5.1 In no case shall this insurance cover loss damage or expense arising from — Unseaworthiness and Unfitness Exclusion Clause

5.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein

5.1.2 unfitness of container liftvan or land conveyance for the safe carriage of the subject-matter insured, where loading therein is carried out prior to attachment of this insurance or by the Assured or their servants.

5.2 Where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract, exclusion 5.1.1 above shall not apply.

5.3 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

6. In no case shall this insurance cover loss damage or expense caused by — War Exclusion Clause

6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

6.2 capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat

6.3 derelict mines torpedoes bombs or other derelict weapons of war.

7. In no case shall this insurance cover loss damage or expense — Strikes Exclusion Clause

7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions

7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions

7.3 caused by any terrorist or any person acting from a political motive.

DURATION

8. 8.1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either — Transit Clause

8.1.1 on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein,

8.1.2 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either

8.1.2.1 for storage other than in the ordinary course of transit
or

8.1.2.2 for allocation or distribution,
or

8.1.3 on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel

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at the final port of discharge,

whichever shall first occur.

8.2 If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

8.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

9. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 8 above, then this insurance shall also terminate *unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters,* either

Termination of Contract of Carriage Clause

9.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,

or

9.2 if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.

10. Where, after attachment of this insurance, the destination is changed by the Assured, *held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters*.

Change of Voyage Clause

CLAIMS

11. 11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.

Insurable Interest Clause

11.2 Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

12. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder.

This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.

Forwarding Charges Clause

13. No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its

Constructive Total Loss

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actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival. — Clause

14. 14.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. — Increased Value Clause
In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

14.2 **Where this insurance is on Increased Value the following clause shall apply:**
The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.
In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

15. This insurance shall not inure to the benefit of the carrier or other bailee. — Not to Inure Clause

MINIMISING LOSSES

16. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder — Duty of Assured Clause

16.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss,
and

16.2 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.

17. 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 of abandonment or otherwise prejudice the rights of either party. — Waiver Clause

AVOIDANCE OF DELAY

18. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control. — Reasonable Despatch Clause

LAW AND PRACTICE

19. This insurance is subject to English law and practice. — English Law and Practice Clause

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NOTE: - It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

INSTITUTE COMMODITY TRADES CLAUSES (B)
Agreed with The Federation of Commodity Associations for the insurance of shipments of Cocoa, Coffee, Cotton, Fats and Oils not in bulk, Hides, Skins and Leather, Metals, Oil Seeds, Sugar (Raw or Refined), and Tea
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RISKS COVERED

1. This Insurance covers, except as provided in Clauses 4, 5, 6 and 7 below, — Risks Clause

- 1.1 loss of or damage to the subject-matter insured reasonably attributable to
  - 1.1.1 fire or explosion
  - 1.1.2 vessel or craft being stranded grounded sunk or capsized
  - 1.1.3 overturning or derailment of land conveyance
  - 1.1.4 collision or contact of vessel craft or conveyance with any external object other than water
  - 1.1.5 discharge of cargo at a port of distress
  - 1.1.6 earthquake volcanic eruption or lightning,
- 1.2 loss of or damage to the subject-matter insured caused by
  - 1.2.1 general average sacrifice
  - 1.2.2 jettison or washing overboard
  - 1.2.3 entry of sea lake or river water into vessel craft hold conveyance container liftvan or place of storage,
- 1.3 total loss of any package lost overboard or dropped whilst loading on to, or unloading from, vessel or craft.

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance. — General Average Clause

3. This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim. — "Both to Blame Collision" Clause

EXCLUSIONS

4. In no case shall this insurance cover — General Exclusions Clause

- 4.1 loss damage or expense attributable to wilful misconduct of the Assured
- 4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
- 4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "packing" 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 Assured or their servants)
- 4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured

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4.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)

4.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage
This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract

4.7 deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons

4.8 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.

5. 5.1 In no case shall this insurance cover loss damage or expense arising from — Unseaworthiness and Unfitness Exclusion Clause

5.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein

5.1.2 unfitness of container liftvan or land conveyance for the safe carriage of the subject-matter insured, where loading therein is carried out prior to attachment of this insurance or by the Assured or their servants.

5.2 Where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract, exclusion 5.1.1 above shall not apply.

5.3 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

6. In no case shall this insurance cover loss damage or expense caused by — War Exclusion Clause

6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

6.2 capture seizure arrest restraint or detainment, and the consequences thereof or any attempt thereat

6.3 derelict mines torpedoes bombs or other derelict weapons of war.

7. In no case shall this insurance cover loss damage or expense — Strikes Exclusion Clause

7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions

7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions

7.3 caused by any terrorist or any person acting from a political motive.

DURATION

8. 8.1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course — Transit Clause

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of transit and terminates either

8.1.1 on delivery to the Consignees' or other final warehouse or place as storage at the destination named herein,

8.1.2 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either

8.1.2.1 for storage other than in the ordinary course of transit

or

8.1.2.2 for allocation or distribution,

or

8.1.3 on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge.

whichever shall first occur,

8.2 If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

8.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

9. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 8 above, then this insurance shall also terminate *unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters,* either

Termination of Contract of Carriage Clause

9.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,

or

9.2 if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.

10. Where, after attachment of this insurance, the destination is changed by the Assured, *held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.*

Change of Voyage Clause

CLAIMS

11. 11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.

Insurable Interest Clause

11.2 Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the

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loss and the Underwriters were not.

12. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder.
This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants. — Forwarding Charges Clause

13. No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival. — Constructive Total Loss Clause

14. 14.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.
In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances. — Increased Value Clause

14.2 **Where this insurance is on Increased Value the following clause shall apply:**
The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.
In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

15. This insurance shall not inure to the benefit of the carrier or other bailee. — Not to Inure Clause

MINIMISING LOSSES

16. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder — Duty of Assured Clause
16.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss,
and
16.2 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.

17. 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 of abandonment or otherwise prejudice the rights of either party. — Waiver Clause

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AVOIDANCE OF DELAY

18. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control. — Reasonable Despatch Clause

LAW AND PRACTICE

19. This insurance is subject to English law and practice. — English Law and Practice Clause

NOTE: - *It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation*

INSTITUTE COMMODITY TRADES CLAUSES (C)
Agreed with The Federation of Commodity Associations for the insurance of shipments of Cocoa, Coffee, Cotton, Fats and Oils not in bulk, Hides, Skins and Leather, Metals, Oil Seeds, Sugar, (Raw or Refined), and Tea
CL 277 5/9/83

RISKS COVERED

1. This insurance covers, except as provided in Clauses 4, 5, 6 and 7 below, — Risks Clause

- 1.1 loss of or damage to the subject-matter insured reasonably attributable to
  - 1.1.1 fire or explosion
  - 1.1.2 vessel or craft being stranded grounded sunk or capsized
  - 1.1.3 overturning or derailment of land conveyance
  - 1.1.4 collision or contact of vessel craft or conveyance with any external object other than water
  - 1.1.5 discharge of cargo at a port of distress,
- 1.2 loss of or damage to the subject-matter insured caused by
  - 1.2.1 general average sacrifice
  - 1.2.2 jettison.

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance. — General Average Clause

3. This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim. — "Both to Blame Collision" Clause

EXCLUSIONS

4. In no case shall this insurance cover — General Exclusions Clause

- 4.1 loss damage or expense attributable to wilful misconduct of the Assured
- 4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
- 4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "packing" 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 Assured or their servants)
- 4.4 loss damage or expense caused by inherent vice or nature of the

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subject-matter insured

4.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)

4.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage
This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract

4.7 deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons

4.8 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.

5. 5.1 In no case shall this insurance cover loss damage or expense arising from — Unseaworthiness and Unfitness Exclusion Clause

5.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein

5.1.2 unfitness of container liftvan or land conveyance for the safe carriage of the subject-matter insured, where loading therein is carried out prior to attachment of this insurance or by the Assured or their servants.

5.2 Where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract, exclusion 5.1.1 above shall not apply.

5.3 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

6. In no case shall this insurance cover loss damage or expense caused by — War Exclusion Clause

6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

6.2 capture seizure arrest restraint or detainment, and the consequences thereof or any attempt thereat

6.3 derelict mines torpedoes bombs or other derelict weapons of war.

7. In no case shall this insurance cover loss damage or expense — Strikes Exclusion Clause

7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions

7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions

7.3 caused by any terrorist or any person acting from a political motive.

DURATION

8. 8.1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either — Transit Clause

8.1.1 on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein,

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8.1.2 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either

8.1.2.1 for storage other than in the ordinary course of transit

or

8.1.2.2 for allocation or distribution,

or

8.1.3 on the expiry of 60 days after completion discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge,

whichever shall first occur.

8.2 If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

8.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

9. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 8 above, then this insurance shall also terminate *unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters,* either

Termination of Contract of Carriage Clause

9.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,

or

9.2 if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.

10. Where, after attachment of this insurance, the destination is changed by the Assured, *held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters*.

Change of Voyage Clause

CLAIMS

11. 11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.

Insurable Interest Clause

11.2 Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

12. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred

Forwarding Charges Clause

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in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder.
This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.

13. No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival. — Constructive Total Loss Clause

14. 14.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. — Increased Value Clause
In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

14.2 **Where this insurance is on Increased Value the following clause shall apply:**
The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.
In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

15. This insurance shall not inure to the benefit of the carrier or other bailee. — Not to Inure Clause

MINIMISING LOSSES

16. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder — Duty of Assured Clause

16.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss,
and

16.2 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.

17. 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 of abandonment or otherwise prejudice the rights of either party. — Waiver Clause

AVOIDANCE OF DELAY

18. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control. — Reasonable Despatch Clause

LAW AND PRACTICE

19. This insurance is subject to English law and practice. — English Law

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and Practice Clause

NOTE: - It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

INSTITUTE WAR CLAUSES (COMMODITY TRADES)
Agreed with The Federation of Commodity Associations
CL 278 5/9/83

RISKS COVERED

1 This insurance covers, except as provided in Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by — Risks Clause

- 1.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
- 1.2 capture seizure arrest restraint or detainment, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat
- 1.3 derelict mines torpedoes bombs or other derelict weapons of war.

2 This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these clauses. — General Average Clause

EXCLUSIONS

3 In no case shall this insurance cover — General Exclusions Clause

- 3.1 loss damage or expense attributable to wilful misconduct of the Assured
- 3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
- 3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 3.3 "packing" 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 Assured or their servants)
- 3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
- 3.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
- 3.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage.
  This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract
- 3.7 any claim based upon loss of or frustration of the voyage or

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		adventure	
	3.8	loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.	
4	4.1	In no case shall this insurance cover loss damage or expense arising from	Unseaworthiness and Unfitness Exclusion Clause
	4.1.1	unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein	
	4.1.2	unfitness of container liftvan or land conveyance for the safe carriage of the subject-matter insured, where loading therein is carried out prior to attachment of this insurance or by the Assured or their servants.	
	4.2	Where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract, exclusion 4.1.1 above shall not apply.	
	4.3	The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.	

DURATION

5	5.1	This insurance	Transit Clause
	5.1.1	attaches only as the subject-matter insured and as to any part as that part is loaded on an oversea vessel and	
	5.1.2	terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that part is discharged from an oversea vessel at the final port or place of discharge, or on expiry of 15 days counting from midnight of the day of arrival of the vessel at the final port or place or discharge whichever shall first occur; nevertheless, subject to prompt notice to the Underwriters and to an additional premium, such insurance	
	5.1.3	reattaches when, without having discharged the subject-matter insured at the final port or place of discharge, the vessel sails therefrom, and	
	5.1.4	terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that part is thereafter discharged from the vessel at the final (or substituted) port or place of discharge, or on expiry of 15 days counting from midnight of the day of re-arrival of the vessel at the final port or place of discharge or arrival of the vessel at a substituted port or place of discharge, whichever shall first occur.	
	5.2	If during the insured voyage the oversea vessel arrives at an intermediate port or place to discharge the subject-matter insured for on-carriage by oversea vessel or by aircraft, or the goods are discharged from the vessel at a port or place of refuge, then, subject to 5.3 below and to an additional premium if required, this insurance continues until the expiry of 15 days counting from midnight of the day of arrival of the vessel at such	

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port or place, but thereafter reattaches as the subject-matter insured and as to any part as that part is loaded on an on-carrying oversea vessel or aircraft. During the period of 15 days the insurance remains in force after discharge only whilst the subject-matter insured and as to any part as that part is at such port or place. If the goods are on-carried within the said period of 15 days or if the insurance reattaches as provided in this Clause 5.2

5.2.1 where the on-carriage is by oversea vessel this insurance continues subject to the terms of these clauses,
or

5.2.2 where the on-carriage is by aircraft, the current Institute War Clauses (Air Cargo) (excluding sendings by Post) shall be deemed to form part of this insurance and shall apply to the on-carriage by air.

5.3 If the voyage in the contract of carriage is terminated at a port or place other than the destination agreed therein, such port or place shall be deemed the final port of discharge and such insurance terminates in accordance with 5.1.2. If the subject-matter insured is subsequently reshipped to the original or any other destination, then provided notice is given to the Underwriters before the commencement of such further transit and subject to an additional premium, such insurance reattaches

5.3.1 in the case of the subject-matter insured having been discharged, as the subject-matter insured and as to any part as that part is loaded on the on-carrying vessel for the voyage;

5.3.2 in the case of the subject-matter not having been discharged, when the vessel sails from such deemed final port of discharge;
thereafter such insurance terminates in accordance with 5.1.4.

5.4 The insurance against the risks of mines and derelict torpedoes, floating or submerged, is extended whilst the subject-matter insured or any part thereof is on craft whilst in transit to or from the oversea vessel, but in no case beyond the expiry of 60 days after discharge from the oversea vessel unless otherwise specially agreed by the Underwriters.

5.5 Subject to prompt notice to Underwriters, and to an additional premium if required, this insurance shall remain in force within the provisions of these Clauses during any deviation, or any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

(For the purpose of Clause 5
"arrival" shall be deemed to mean that the vessel is anchored, moored or otherwise secured at a berth or place within the Harbour Authority area. If such a berth or place is not available, arrival is deemed to have occurred when the vessel first anchors, moors or otherwise secures either at or off the intended port or place of discharge
"oversea vessel" shall be deemed to mean a vessel carrying the subject-matter from one port or place to another where such voyage involves a sea passage by that vessel)

6 Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters. Change of Voyage Clause

7 **Anything contained in this contract which is inconsistent with Clauses 3.7, 3.8 or 5 shall, to the extent of such inconsistency, be null**

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and void.

CLAIMS

8	8.1	In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.	Insurable Interest Clause
	8.2	Subject to 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.	
9	9.1	If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.	Increased Value Clause
	9.2	Where this insurance is on Increased Value the following clause shall apply: The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.	

BENEFIT OF INSURANCE

10	This insurance shall not inure to the benefit of the carrier or other bailee.	Not to Inure Clause

MINIMISING LOSSES

11	It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder		Duty of Assured Clause
	11.1	to take such measures as may be reasonable for the purpose of averting or minimising such loss, and	
	11.2	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.		
12	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 of abandonment or otherwise prejudice the rights of either party.		Waiver Clause

AVOIDANCE OF DELAY

13	It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.	Reasonable Despatch Clause

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LAW AND PRACTICE

14 This insurance is subject to English law and practice. — English Law and Practice Clause

NOTE: - It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

INSTITUTE STRIKES CLAUSES (COMMODITY TRADES)
Agreed with The Federation of Commodity Associations
CL 279 5/9/83

RISKS COVERED

1 This insurance covers, except as provided in Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by — Risks Clause

- 1.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
- 1.2 any terrorist or any person acting from a political motive.

2 This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these clauses. — General Average Clause

EXCLUSIONS

3 In no case shall this insurance cover — General Exclusions Clause

- 3.1 loss damage or expense attributable to wilful misconduct of the Assured
- 3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
- 3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 3.3 "packing" 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 Assured or their servants)
- 3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
- 3.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
- 3.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage.
- 3.7 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion.

  This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract

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	3.8	any claim based upon loss of or frustration of the voyage or adventure	
	3.9	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.	
	3.10	loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom or any hostile act by or against a belligerent power.	
4	4.1	In no case shall this insurance cover loss damage or expense arising from	Unseaworthiness and Unfitness Exclusion Clause
	4.1.1	unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein	
	4.1.2	unfitness of container liftvan or land conveyance for the safe carriage of the subject-matter insured, where loading therein is carried out prior to attachment of this insurance or by the Assured or their servants.	
	4.2	Where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract, exclusion 4.1.1 above shall not apply.	
	4.3	The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.	

DURATION

5	5.1	This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either	Transit Clause
	5.1.1	on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein,	
	5.1.2	on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either	
	5.1.2.1	for storage other than in the ordinary course of transit or	
	5.1.2.2	for allocation or distribution,	
		or	
	5.1.3	on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge,	
		whichever shall first occur.	
	5.2	If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.	
	5.3	This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 6 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty	

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granted to shipowners or charterers under the contract of affreightment.

6 If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 5 above, then this insurance shall also terminate unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either

Termination of Contract of Carriage Clause

6.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port of place, whichever shall first occur.

or

6.2 if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 5 above.

7 Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.

Change of Voyage Clause

CLAIMS

8 8.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.

Insurable Interest Clause

8.2 Subject to 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

9 9.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

Increased Value Clause

9.2 **Where this insurance is on Increased Value the following clause shall apply:**

The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

10 This insurance shall not inure to the benefit of the carrier or other bailee.

Not to Inure Clause

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MINIMISING LOSSES

11 It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder — Duty of Assured Clause

11.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss,
and

11.2 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.

12 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 of abandonment or otherwise prejudice the rights of either party. — Waiver Clause

AVOIDANCE OF DELAY

13 It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control. — Reasonable Despatch Clause

LAW AND PRACTICE

14 This insurance is subject to English law and practice. — English Law and Practice Clause

NOTE: - It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

INSTITUTE JUTE CLAUSES
CL 282 1/1/84

RISKS COVERED

1 This insurance covers, except as provided in Clauses 4, 5, 6 and 7 below, — Risks Clause

1.1 loss of or damage to the subject-matter insured reasonably attributable to
- 1.1.1 fire or explosion
- 1.1.2 vessel or craft being stranded grounded sunk or capsized
- 1.1.3 overturning or derailment of land conveyance
- 1.1.4 collision or contact of vessel craft or conveyance with any external object other than water
- 1.1.5 discharge of cargo at a port of distress,

1.2 loss of or damage to the subject-matter insured caused by
- 1.2.1 general average sacrifice
- 1.2.2 jettison or washing overboard
- 1.2.3 entry of sea lake or river water into vessel craft hold conveyance container liftvan or place of storage,

1.3 total loss of any package lost overboard or dropped whilst loading on to, or unloading from, vessel or craft.

2 This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance. — General Average Clause

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3 This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim. "Both to Blame Collision" Clause

EXCLUSIONS

4 In no case shall this insurance cover General Exclusions Clause

- 4.1 loss damage or expense attributable to wilful misconduct of the Assured
- 4.2 ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
- 4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose or this Clause 4.3 "packing" 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 Assured or their servants)
- 4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
- 4.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
- 4.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage
  This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract
- 4.7 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.

5 5.1 In no case shall this insurance cover loss damage or expense arising from Unseaworthiness and Unfitness Exclusion Clause

- 5.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein
- 5.1.2 unfitness of container liftvan or land conveyance for the safe carriage of the subject-matter insured, where loading therein is carried out prior to attachment of this insurance or by the Assured or their servants.

- 5.2 Where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract, exclusion 5.1.1 above shall not apply.
- 5.3 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

6 In no case shall this insurance cover loss damage or expense caused by War Exclusion

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6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power — Clause
6.2 capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat
6.3 derelict mines torpedoes bombs or other derelict weapons of war.

7 In no case shall this insurance cover loss damage or expense — Strikes Exclusion Clause
7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
7.3 caused by any terrorist or any person acting from a political motive.

DURATION

8 8.1 This insurance attaches from the time the goods are loaded on board the oversea vessel at the port or place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either — Transit Clause
8.1.1 on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein,
8.1.2 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either
8.1.2.1 for storage other than in the ordinary course of transit or
8.1.2.2 for allocation or distribution,
or
8.1.3 on the expiry of 30 days after completion of discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge,
whichever shall first occur.
8.2 If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.
8.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

9 If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 8 above, then this insurance shall also terminate *unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters,* either — Termination of Contract of Carriage Clause
9.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 15 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,
or
9.2 if the goods are forwarded within the said period of 15 days (or any agreed extension thereof) to the destination named herein or to any

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other destination, until terminated in accordance with the provisions of Clause 8 above.

10 Where, after attachment of this insurance, the destination is changed by the Assured, *held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.* — Change of Voyage Clause

CLAIMS

11 11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss. — Insurable Interest Clause

11.2 Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

12 Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder. — Forwarding Charges Clause

This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.

13 No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival. — Constructive Total Loss Clause

14 14.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. — Increased Value Clause

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

14.2 **Where this insurance is on Increased Value the following clause shall apply:**

The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

15 This insurance shall not inure to the benefit of the carrier or other bailee. — Not to Inure Clause

MINIMISING LOSSES

16 It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder — Duty of Assured Clause

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16.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss,
and
16.2 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.

17 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 of abandonment or otherwise prejudice the rights of either party. — Waiver Clause

AVOIDANCE OF DELAY

18 It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control. — Reasonable Despatch Clause

LAW AND PRACTICE

19 This insurance is subject to English law and practice. — English Law and Practice Clause

NOTE: - *It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.*

INSTITUTE STRIKES CLAUSES (JUTE)
CL 283 1/1/84

RISKS COVERED

1 This insurance covers, except as provided in Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by — Risks Clause
1.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
1.2 any terrorist or any person acting from a political motive.

2 This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these clauses. — General Average Clause

EXCLUSIONS

3 In no case shall this insurance cover — General Exclusions Clause
3.1 loss damage or expense attributable to wilful misconduct of the Assured
3.2 ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 3.3 "packing" 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 Assured or their servants)
3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
3.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
3.6 loss damage or expense caused by insolvency or financial default of

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the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage

This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract

3.7 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion

3.8 any claim based upon loss of or frustration of the voyage or adventure

3.9 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

3.10 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.

4 4.1 In no case shall this insurance cover loss damage or expense arising from — Unseaworthiness and Unfitness Exclusion Clause

4.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein

4.1.2 unfitness of container liftvan or land conveyance for the safe carriage of the subject-matter insured, where loading therein is carried out prior to attachment of this insurance or by the Assured or their servants.

4.2 Where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract, exclusion 4.1.1 above shall not apply.

4.3 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

DURATION

5 5.1 This insurance attaches from the time the goods are loaded on board the oversea vessel at the port or place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either — Transit Clause

5.1.1 on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein,

5.1.2 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either

5.1.2.1 for storage other than in the ordinary course of transit or

5.1.2.2 for allocation or distribution,

or

5.1.3 on the expiry of 30 days after completion of discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge,

whichever shall first occur.

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5.2 If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

5.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 6 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

6 If owing to circumstances beyond the control of the Assured either the contract of the carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 5 above, then this insurance shall also terminate *unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters*, either

Termination of Contract of Carriage Clause

6.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 15 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,
or

6.2 if the goods are forwarded within the said period of 15 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 5 above.

7 Where, after attachment of this insurance, the destination is changed by the Assured, *held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.*

Change of Voyage Clause

CLAIMS

8 8.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.

Insurable Interest Clause

8.2 Subject to 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

9 9.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

Increased Value Clause

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

9.2 **Where this insurance is on Increased Value the following clause shall apply:**
The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion

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as the sum insured herein bears to such total amount insured.
In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

10 This insurance shall not inure to the benefit of the carrier or other bailee. — Not to Inure Clause

MINIMISING LOSSES

11 It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder — Duty of Assured Clause

11.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss,
and

11.2 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.

12 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 of abandonment or otherwise prejudice the rights of either party. — Waiver Clause

AVOIDANCE OF DELAY

13 It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control. — Reasonable Despatch Clause

LAW AND PRACTICE

14 This insurance is subject to English law and practice. — English Law and Practice Clause

NOTE: - *It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.*

INSTITUTE NATURAL RUBBER CLAUSES (excluding Liquid Latex) CL 292 1/1/84

RISKS COVERED

1 This insurance covers, except as provided in Clauses 4, 5, 6 and 7 below, — Risks Clause

1.1 loss of or damage to the subject-matter insured reasonably attributable to
- 1.1.1 fire or explosion
- 1.1.2 vessel or craft being stranded grounded sunk or capsized
- 1.1.3 overturning or derailment of land conveyance
- 1.1.4 collision or contact of vessel craft or conveyance with any external object other than water
- 1.1.5 discharge of cargo at a port of distress
- 1.1.6 earthquake volcanic eruption or lightning,

1.2 loss of or damage to the subject-matter insured caused by
- 1.2.1 general average sacrifice
- 1.2.2 jettison or washing overboard
- 1.2.3 water or condensation
- 1.2.4 hooks, spillings or leakage of any substance or liquid, other cargo (excluding rubber), or moisture from wet or damp dunnage

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1.2.5 theft pilferage or non-delivery.

2 This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance. — General Average Clause

3 This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim. — "Both to Blame Collision" Clause

EXCLUSIONS

4 In no case shall this insurance cover

4.1 loss damage or expense attributable to wilful misconduct of the Assured — General Exclusions Clause

4.2 ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured

4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "packing" 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 Assured or their servants)

4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured

4.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)

4.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage

This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract

4.7 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.

5 5.1 In no case shall this insurance cover loss damage or expense arising from — Unseaworthiness and Unfitness Exclusion Clause

5.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein

5.1.2 unfitness of container liftvan or land conveyance for the safe carriage of the subject-matter insured, where loading therein is carried out prior to attachment of this insurance or by the Assured or their servants.

5.2 Where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter

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insured in good faith under a binding contract, exclusion 5.1.1 above shall not apply.

5.3 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

6 In no case shall this insurance cover loss damage or expense caused by — War Exclusion Clause

6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

6.2 capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat

6.3 derelict mines torpedoes bombs or other derelict weapons of war.

7 In no case shall this insurance cover loss damage or expense — Strikes Exclusion Clause

7.1 caused by strikers, locked out workmen, or persons taking part in labour disturbances, riots or civil commotions

7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions

7.3 caused by any terrorist or any person acting from a political motive.

DURATION

8 8.1 This insurance attaches from the time the goods leave the warehouse or place of storage at the port of shipment named herein for the commencement of the transit and continues during the ordinary course of transit until the goods are delivered to a warehouse or place of storage at the port of destination named herein and, provided it is not a manufacturer's warehouse or place of storage, whilst there for a period not exceeding 30 days. — Transit Clause

8.2 If the goods are to be forwarded to a place outside the limits of the said port of destination the insurance continues until the goods are loaded on to a vessel, craft or conveyance or until the expiry of 30 days from midnight of the day on which the discharge overside of the insured goods from the oversea vessel at the said port of destination is completed, whichever shall first occur.

8.3 *By giving notice to the Underwriters before the insurance ceases the Assured may obtain an extension at a premium to be arranged to cover the goods beyond the limits in 8.1 and 8.2 above.*

8.4 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

9 If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 8 above, then this insurance shall also terminate *unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters,* either — Termination of Contract of Carriage Clause

9.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,
or

9.2 if the goods are forwarded within the said period of 60 days (or any

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agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.

10 Where, after attachment of this insurance, the destination is changed by the Assured, *held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.* — Change of Voyage Clause

CLAIMS

11 11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss. — Insurable Interest Clause

11.2 Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

12 Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder. — Forwarding Charges Clause

This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.

13 No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival. — Constructive Total Loss Clause

14 14.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. — Increased Value Clause

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

14.2 **Where this insurance is on Increased Value the following clause shall apply:**

The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

15 In the event of a dispute between the Assured and the Underwriters' Surveyors as to the extent of the depreciation to be allowed on damaged rubber, samples shall be drawn by recognised samplers and forwarded together with the Survey Report to the Rubber Trade Association of London whose award shall be final and binding on all parties so far as concerns the extent of depreciation. — Arbitration Clause

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BENEFIT OF INSURANCE

16 This insurance shall not inure to the benefit of the carrier or other bailee. — Not to Inure Clause

MINIMISING LOSSES

17 It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder — Duty of Assured Clause

17.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss,
and

17.2 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.

Waiver Clause

18 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 of abandonment or otherwise prejudice the rights of either party.

AVOIDANCE OF DELAY

19 It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control. — Reasonable Despatch Clause

LAW AND PRACTICE

20 This insurance is subject to English law and practice. — English Law and Practice Clause

NOTE: *It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.*

INSTITUTE STRIKES CLAUSES (NATURAL RUBBER) (excluding Liquid Latex) CL 293 1/1/84

RISKS COVERED

1 This insurance covers, except as provided in Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by — Risks Clause

1.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions

1.2 any terrorist or any person acting from a political motive

2 This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these clauses. — General Average Clause

EXCLUSIONS

3 In no case shall this insurance cover — General Exclusions Clause

3.1 loss damage or expense attributable to wilful misconduct of the Assured

3.2 ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured

3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to

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attachment of this insurance or by the Assured or their servants)

3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured

3.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)

3.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage.

This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract

3.7 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion

3.8 any claim based upon loss of or frustration of the voyage or adventure

3.9 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

3.10 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.

4 4.1 In no case shall this insurance cover loss damage or expense arising from — Unseaworthiness

4.1.1 unseaworthiness of vessel or craft, or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein — And Unfitness Exclusion Clause

4.1.2 unfitness of container liftvan or land conveyance for the safe carriage of the subject-matter insured, where loading therein is carried out prior to attachment of this insurance or by the Assured or their servants.

4.2 Where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract, exclusion 4.1.1 above shall not apply.

4.3 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

DURATION

5 5.1 This insurance attaches from the time the goods leave the warehouse or place of storage at the port of shipment named herein for the commencement of the transit and continues during the ordinary course of transit until the goods are delivered to a warehouse or place of storage at the port of destination named herein and, provided it is not a manufacturer's warehouse or place of storage, whilst there for a period not exceeding 30 days. — Transit Clause

5.2 If the goods are to be forwarded to a place outside the limits of the said port of destination the insurance continues until the goods are loaded on to a vessel, craft or conveyance or until the expiry of 30 days from midnight of the day on which the discharge overside of the insured goods from the oversea vessel at the said port of destination is completed, whichever shall first occur.

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5.3 *By giving notice to the Underwriters before the insurance ceases the Assured may obtain an extension at a premium to be arranged to cover the goods beyond the limits in 5.1 and 5.2 above.*

5.4 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 6 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

6 If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 5 above, then this insurance shall also terminate *unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters,* either

Termination of Contract of Carriage Clause

6.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,

or

6.2 if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 5 above.

7 Where, after attachment of this insurance, the destination is changed by the Assured, *held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters*.

Change of Voyage Clause

CLAIMS

8 8.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.

Insurable Interest Clause

8.2 Subject to 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

9 9.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

Increased Value Clause

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

9.2 **Where this insurance is on Increased Value the following clause shall apply:**

The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

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BENEFIT OF INSURANCE

10 This insurance shall not inure to the benefit of the carrier or other bailee. — Not to Inure Clause

MINIMISING LOSSES

11 It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder — Duty of Assured Clause

11.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss,
and

11.2 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.

12 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 of abandonment or otherwise prejudice the rights of either party. — Waiver Clause

AVOIDANCE OF DELAY

13 It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control. — Reasonable Despatch Clause

LAW AND PRACTICE

14 This insurance is subject to English law and practice. — English Law and Practice Clause

NOTE: - *It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.*

INSTITUTE PROVISIONAL VALUE CLAUSE FOR CARGO CONTRACTS
CL 305 1/5/84

In the event of loss accident or arrival before declaration of value it is agreed that the basis of valuation shall be the prime cost of the goods or merchandise plus the expenses of and incidental to shipping, the freight for which the Assured are liable, the charges of insurance and _____%.

INSTITUTE FOSFA TRADES CLAUSES (A)
Agreed with The Federation of Oils, Seeds and Fats Associations
CL 313 1/7/85

RISKS COVERED

1 This insurance covers all risks of loss of or damage to the subject-matter insured except as provided in Clauses 4, 5, 6 and 7 below. — Risks Clause

2 This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance. — General Average Clause

3 This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the — "Both to Blame Collision" Clause

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Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim.

EXCLUSIONS

4 In no case shall this insurance cover — General Exclusions Clause

- 4.1 loss damage or expense attributable to wilful misconduct of the Assured
- 4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
- 4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "packing" 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 Assured or their servants)
- 4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
- 4.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
- 4.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage
  This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract
- 4.7 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.

5 5.1 In no case shall this insurance cover loss damage or expense arising from — Unseaworthiness and Unfitness Exclusion Clause

- 5.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein
- 5.1.2 unfitness of container liftvan or land conveyance for the safe carriage of the subject-matter insured, where loading therein is carried out prior to attachment of this insurance or by the Assured or their servants.

5.2 Where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract, exclusion 5.1.1 above shall not apply.

5.3 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

6 In no case shall this insurance cover loss damage or expense caused by — War Exclusion Clause

- 6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
- 6.2 capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat

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6.3 derelict mines torpedoes bombs or other derelict weapons of war.

7 In no case shall this insurance cover loss damage or expense — Strikes Exclusion Clause

7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions

7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions

7.3 caused by any terrorist or any person acting from a political motive.

DURATION

8 8.1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either — Transit Clause

8.1.1 on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein.

8.1.2 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either

8.1.2.1 for storage other than in the ordinary course of transit or

8.1.2.2 for allocation or distribution,

or

8.1.3 on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge,

whichever shall first occur.

8.2 If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

8.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

9 If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 8 above, then this insurance shall also terminate *unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the underwriters,* either — Termination of Contract of Carriage Clause

9.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,

or

9.2 if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.

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10 Where, after attachment of this insurance, the destination is changed by the Assured, *held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.* — Change of Voyage Clause

CLAIMS

11 11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss. — Insurable Interest Clause

11.2 Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

12 Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder. — Forwarding Charges Clause

This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.

13 No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival. — Constructive Total Loss Clause

14 14.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. — Increased Value Clause

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

14.2 **Where this insurance is on Increased Value the following clause shall apply:**

The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

15 This insurance shall not inure to the benefit of the carrier or other bailee. — Not to Inure Clause

MINIMISING LOSSES

16 It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder — Duty of Assured Clause

16.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss,

and

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16.2 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.

17 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 of abandonment or otherwise prejudice the rights of either party. — Waiver Clause

AVOIDANCE OF DELAY

18 It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control. — Reasonable Despatch Clause

LAW AND PRACTICE

19 This insurance is subject to English law and practice. — English Law and Practice Clause

NOTE: - *It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.*

INSTITUTE FOSFA TRADES CLAUSES (B)
Agreed with The Federation of Oils, Seeds and Fats Associations
CL 314 1/7/85

RISKS COVERED

1 This insurance covers, except as provided in Clauses 4, 5, 6 and 7 below, — Risks Clause

1.1 loss of or damage to the subject-matter insured reasonably attributable to
- 1.1.1 fire or explosion
- 1.1.2 vessel or craft being stranded grounded sunk or capsized
- 1.1.3 overturning or derailment of land conveyance
- 1.1.4 collision or contact of vessel craft or conveyance with any external object other than water
- 1.1.5 discharge of cargo at a port of distress
- 1.1.6 earthquake volcanic eruption or lightning,

1.2 loss of or damage to the subject-matter insured caused by
- 1.2.1 general average sacrifice
- 1.2.2 jettison or washing overboard
- 1.2.3 entry of sea lake or river water into vessel craft hold conveyance container liftvan or place of storage,

1.3 total loss of any package lost overboard or dropped whilst loading on to, or unloading from, vessel or craft.

2 This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance. — General Average Clause

3 This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim. — "Both to Blame Collision" Clause

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EXCLUSIONS

4 In no case shall this insurance cover — General Exclusions Clause

4.1 loss damage or expense attributable to wilful misconduct of the Assured

4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured

4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "packing" 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 Assured or their servants)

4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured

4.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)

4.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage

This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract

4.7 deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons

4.8 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.

5 5.1 In no case shall this insurance cover loss damage or expense arising from — Unseaworthiness and Unfitness Exclusion Clause

5.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein

5.1.2 unfitness of container liftvan or land conveyance for the safe carriage of the subject-matter insured, where loading therein is carried out prior to attachment of this insurance or by the Assured or their servants.

5.2 Where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract, exclusion 5.1.1 above shall not apply.

5.3 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

6 In no case shall this insurance cover loss damage or expense caused by — War Exclusion Clause

6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

6.2 capture seizure arrest restraint or detainment, and the consequences thereof or any attempt thereat

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6.3 derelict mines torpedoes bombs or other derelict weapons of war.

7 In no case shall this insurance cover loss damage or expense — Strikes Exclusion Clause

7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions

7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions

7.3 caused by any terrorist or any person acting from a political motive.

DURATION

8 8.1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either — Transit Clause

8.1.1 on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein,

8.1.2 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either

8.1.2.1 for storage other than in the ordinary course of transit or

8.1.2.2 for allocation or distribution,

or

8.1.3 on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge,

whichever shall first occur.

8.2 If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

8.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

9 If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 8 above, then this insurance shall also terminate *unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters,* either — Termination of Contract of Carriage Clause

9.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,

or

9.2 if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.

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10 Where, after attachment of this insurance, the destination is changed by the Assured, *held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.* — Change of Voyage Clause

CLAIMS

11 11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss. — Insurable Interest Clause

11.2 Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

12 Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder. — Forwarding Charges Clause

This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.

13 No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival. — Constructive Total Loss Clause

14 14.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. — Increased Value Clause

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

14.2 **Where this insurance is on Increased Value the following clause shall apply:**

The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

15 This insurance shall not inure to the benefit of the carrier or other bailee. — Not to Inure Clause

MINIMISING LOSSES

16 It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder — Duty of Assured Clause

16.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss,

and

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16.2 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.

17 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 of abandonment or otherwise prejudice the rights of either party. — Waiver Clause

AVOIDANCE OF DELAY

18 It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control. — Reasonable Despatch Clause

LAW AND PRACTICE

19 This insurance is subject to English law and practice. — English Law and Practice Clause

NOTE:- *It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.*

INSTITUTE FOSFA TRADES CLAUSES (C)
Agreed with The Federation of Oils, Seeds and Fats Associations
CL 315 1/7/85

RISKS COVERED

1 This insurance covers, except as provided in Clauses 4, 5, 6 and 7 below, — Risks Clause

1.1 loss of or damage to the subject-matter insured reasonably attributable to

1.1.1 fire or explosion

1.1.2 vessel or craft being stranded grounded sunk or capsized

1.1.3 overturning or derailment of land conveyance

1.1.4 collision or contact of vessel craft or conveyance with any external object other than water

1.1.5 discharge of cargo at a port of distress,

1.2 loss of or damage to the subject-matter insured caused by

1.2.1 general average sacrifice

1.2.2 jettison.

2 This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance. — General Average Clause

3 This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim. — "Both to Blame Collision" Clause

EXCLUSIONS

4 In no case shall this insurance cover — General Exclusions Clause

4.1 loss damage or expense attributable to wilful misconduct of the Assured

4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear

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and tear of the subject-matter insured

4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "packing" 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 Assured or their servants)

4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured

4.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)

4.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage

This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract

4.7 deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons

4.8 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.

5 5.1 In no case shall this insurance cover loss damage or expense arising from — Unseaworthiness and Unfitness Exclusion Clause

5.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein

5.1.2 unfitness of container liftvan or land conveyance for the safe carriage of the subject-matter insured, where loading therein is carried out prior to attachment of this insurance or by the Assured or their servants.

5.2 Where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract, exclusion 5.1.1 above shall not apply.

5.3 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

6 In no case shall this insurance cover loss damage or expense caused by — War Exclusion Clause

6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

6.2 capture seizure arrest restraint or detainment, and the consequences thereof or any attempt thereat

6.3 derelict mines torpedoes bombs or other derelict weapons of war.

7 In no case shall this insurance cover loss damage or expense — Strikes Exclusion Clause

7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions

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7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions

7.3 caused by any terrorist or any person acting from a political motive.

DURATION

8 8.1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either — Transit Clause

8.1.1 on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein,

8.1.2 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either

8.1.2.1 for storage other than in the ordinary course of transit or

8.1.2.2 for allocation or distribution,

or

8.1.3 on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge,

whichever shall first occur.

8.2 If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

8.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

9 If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 8 above, then this insurance shall also terminate *unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters,* either — Termination of Contract of Carriage Clause

9.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,

or

9.2 if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.

10 Where, after attachment of this insurance, the destination is changed by the Assured, *held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.* — Change of Voyage Clause

CLAIMS

11 11.1 In order to recover under this insurance the Assured must have an — Insurable

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insurable interest in the subject-matter insured at the time of the loss. — Interest Clause

11.2 Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

12 Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder. — Forwarding Charges Clause

This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.

13 No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival. — Constructive Total Loss Clause

14 14.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. — Increased Value Clause

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

14.2 **Where this insurance is on Increased Value the following clause shall apply:**

The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

15 This insurance shall not inure to the benefit of the carrier or other bailee. — Not to Inure Clause

MINIMISING LOSSES

16 It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder — Duty of Assured Clause

16.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss,
and

16.2 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.

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17 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 of abandonment or otherwise prejudice the rights of either party. — Waiver Clause

AVOIDANCE OF DELAY

18 It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control. — Reasonable Despatch Clause

LAW AND PRACTICE

19 This insurance is subject to English law and practice. — English Law and Practice Clause

NOTE: - *It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.*

INSTITUTE WAR CLAUSES (FOSFA TRADES)
Agreed with The Federation of Oils, Seeds and Fats Associations
CL 316 1/7/85

RISKS COVERED

1 This insurance covers, except as provided in Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by — Risks Clause

- 1.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
- 1.2 capture seizure arrest restraint or detainment, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat
- 1.3 derelict mines torpedoes bombs or other derelict weapons of war.

2 This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these clauses. — General Average Clause

EXCLUSIONS

3 In no case shall this insurance cover — General Exclusions Clause

- 3.1 loss damage or expense attributable to wilful misconduct of the Assured
- 3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
- 3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 3.3 "packing" 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 Assured or their servants)
- 3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
- 3.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
- 3.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage

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This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract

3.7 any claim based upon loss of or frustration of the voyage or adventure

3.8 loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

4 4.1 In no case shall this insurance cover loss damage or expense arising from — Unseaworthiness and Unfitness Exclusion Clause

4.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein

4.1.2 unfitness of container liftvan or land conveyance for the safe carriage of the subject-matter insured, where loading therein is carried out prior to attachment of this insurance or by the Assured or their servants.

4.2 Where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract, exclusion 4.1.1 above shall not apply.

4.3 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

DURATION

5 5.1 This insurance — Transit Clause

5.1.1 attaches only as the subject-matter insured and as to any part as that part is loaded on an oversea vessel
and

5.1.2 terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that part is discharged from an oversea vessel at the final port or place of discharge,
or
on expiry of 15 days counting from midnight of the day of arrival of the vessel at the final port or place of discharge,
whichever shall first occur;
nevertheless,
subject to prompt notice to the Underwriters and to an additional premium, such insurance

5.1.3 reattaches when, without having discharged the subject-matter insured at the final port or place of discharge, the vessel sails therefrom,
and

5.1.4 terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that part is thereafter discharged from the vessel at the final (or substituted) port or place of discharge,
or
on expiry of 15 days counting from midnight of the day of re-arrival of the vessel at the final port or place of discharge or arrival of the vessel at a substituted port or place of discharge, whichever shall first occur.

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5.2 If during the insured voyage the oversea vessel arrives at an intermediate port or place to discharge the subject-matter insured for on-carriage by oversea vessel or by aircraft, or the goods are discharged from the vessel at a port or place of refuge, then, subject to 5.3 below and to an additional premium if required, this insurance continues until the expiry of 15 days counting from midnight of the day of arrival of the vessel at such port or place, but thereafter reattaches as the subject-matter insured and as to any part as that part is loaded on an on-carrying oversea vessel or aircraft. During the period of 15 days the insurance remains in force after discharge only whilst the subject-matter insured and as to any part as that part is at such port or place. If the goods are on-carried within the said period of 15 days or if the insurance reattaches as provided in this Clause 5.2

5.2.1 where the on-carriage is by oversea vessel this insurance continues subject to the terms of these clauses,
or

5.2.2 where the on-carriage is by aircraft, the current Institute War Clauses (Air Cargo) (excluding sendings by Post) shall be deemed to form part of this insurance and shall apply to the on-carriage by air.

5.3 If the voyage in the contract of carriage is terminated at a port or place other than the destination agreed therein, such port or place shall be deemed the final port of discharge and such insurance terminates in accordance with 5.1.2. If the subject-matter insured is subsequently reshipped to the original or any other destination, then *provided notice is given to the Underwriters before the commencement of such further transit and subject to an additional premium*, such insurance reattaches

5.3.1 in the case of the subject-matter insured having been discharged, as the subject-matter insured and as to any part as that part is loaded on the on-carrying vessel for the voyage;

5.3.2 in the case of the subject-matter not having been discharged, when the vessel sails from such deemed final port of discharge;

thereafter such insurance terminates in accordance with 5.1.4.

5.4 The insurance against the risks of mines and derelict torpedoes, floating or submerged, is extended whilst the subject-matter insured or any part thereof is on craft whilst in transit to or from the oversea vessel, but in no case beyond the expiry of 60 days after discharge from the oversea vessel unless otherwise specially agreed by the Underwriters.

5.5 *Subject to prompt notice to Underwriters, and to an additional premium if required,* this insurance shall remain in force within the provisions of these Clauses during any deviation, or any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

(For the purpose of Clause 5
"arrival" shall be deemed to mean that the vessel is anchored, moored or otherwise secured at a berth or place within the Harbour Authority area. If such a berth or place is not available, arrival is deemed to have occurred when the vessel first anchors, moors or otherwise secures either at or off the intended port or place of discharge
"oversea vessel" shall be deemed to mean a vessel carrying the subject-matter from one port or place to another where such voyage involves a sea passage by that vessel)

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6 Where, after attachment of this insurance, the destination is changed by the Assured, *held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.* — Change of Voyage Clause

7 **Anything contained in this contract which is inconsistent with Clauses 3.7, 3.8 or 5 shall, to the extent of such inconsistency, be null and void.**

CLAIMS

8 8.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss. — Insurable Interest Clause

8.2 Subject to 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

9 9.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. — Increased Value Clause

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

9.2 **Where this insurance is on Increased Value the following clause shall apply:**

The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

10 This insurance shall not inure to the benefit of the carrier or other bailee. — Not to Inure Clause

MINIMISING LOSSES

11 It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder — Duty of Assured Clause

11.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss,
and

11.2 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.

12 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 of abandonment or otherwise prejudice the rights of either party. — Waiver Clause

AVOIDANCE OF DELAY

13 It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control. — Reasonable Despatch

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Clause

LAW AND PRACTICE

14 This insurance is subject to English law and practice. — English Law and Practice Clause

NOTE: - *It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.*

INSTITUTE STRIKES CLAUSES (FOSFA TRADES)
Agreed with The Federation of Oils, Seeds and Fats Associations
CL 317 1/7/85

RISKS COVERED

1 This insurance covers, except as provided in Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by — Risks Clause

1.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions

1.2 any terrorist or any person acting from a political motive.

2 This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these clauses. — General Average Clause

EXCLUSIONS

3 In no case shall this insurance cover — General Exclusions Clause

3.1 loss damage or expense attributable to wilful misconduct of the Assured

3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured

3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 3.3 "packing" 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 Assured or their servants)

3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured

3.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)

3.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage

This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract

3.7 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion

3.8 any claim based upon loss of or frustration of the voyage or adventure

3.9 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

3.10 loss damage or expense caused by war civil war revolution rebellion

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insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.

4 4.1 In no case shall this insurance cover loss damage or expense arising from — Unseaworthiness and Unfitness Exclusion Clause

4.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein

4.1.2 unfitness of container liftvan or land conveyance for the safe carriage of the subject-matter insured, where loading therein is carried out prior to attachment of this insurance or by the Assured or their servants.

4.2 Where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract, exclusion 4.1.1 above shall not apply.

4.3 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

DURATION

5 5.1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either — Transit Clause

5.1.1 on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein,

5.1.2 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either

5.1.2.1 for storage other than in the ordinary course of transit or

5.1.2.2 for allocation or distribution,
or

5.1.3 on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge,

whichever shall first occur.

5.2 If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

5.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 6 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

6 If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 5 above, then this insurance shall also terminate *unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional* — Termination of Contract of Carriage Clause

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premium if required by the Underwriters, either

6.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,
or

6.2 if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 5 above.

7 Where, after attachment of this insurance, the destination is changed by the Assured, *held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.* — Change of Voyage Clause

CLAIMS

8 8.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss. — Insurable Interest Clause

8.2 Subject to 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

9 9.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. — Increased Value Clause

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

9.2 **Where this insurance is on Increased Value the following clause shall apply:**

The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

10 This insurance shall not inure to the benefit of the carrier or other bailee. — Not to Inure Clause

MINIMISING LOSSES

11 It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder — Duty of Assured Clause

11.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss,
and

11.2 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.

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12 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 of abandonment or otherwise prejudice the rights of either party. — Waiver Clause

AVOIDANCE OF DELAY

13 It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control. — Reasonable Despatch Clause

LAW AND PRACTICE

14 This insurance is subject to English law and practice. — English Law and Practice Clause

NOTE: - *It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.*

INSTITUTE FOSFA SUPPLEMENTARY CLAUSES (1)
(For use in conjunction with Institute FOSFA Trades Clauses (B))
CL 318 1/7/85

It is hereby agreed that this insurance shall also include

1 Loss of or damage to the subject-matter insured, due to breakdown or collapse of proper stow in vessel or craft caused by stress of weather, subject always to the exclusions contained in this insurance.
2 Institute Malicious Damage Clause 1/8/82.

INSTITUTE FOSFA SUPPLEMENTARY CLAUSES (2)
(For use in conjunction with Institute FOSFA Trades Clauses (C))
CL 319 1/7/85

It is hereby agreed that this insurance shall also include

1 Total loss of any package lost overboard or dropped whilst loading on to, or unloading from, vessel or craft, subject always to the exclusions contained in this insurance.
2 Washing overboard of Containers, subject always to the exclusions contained in this insurance.
3 Institute Malicious Damage Clause 1/8/82.

INSTITUTE FOSFA SUPPLEMENTARY CLAUSE (3)
SHIP NAVIGATION & MANAGEMENT
(For use in conjunction with Institute FOSFA Trades Clauses (B) & (C))
CL 320 1/7/85

In consideration of an additional premium, it is hereby agreed that this insurance covers, subject always to the exclusions contained in this insurance, loss of or damage to the subject-matter insured, whilst on the ship, caused by error, neglect or default of the carrier or his servants in the navigation or management of the ship, for which they are relieved from liability under the contract of carriage.

INSTITUTE FOSFA SUPPLEMENTARY CLAUSE (4) GRADE CLAUSE
(For use in conjunction with Institute FOSFA Trades Clauses)
CL 321 1/7/85

Held covered at a premium to be arranged in event of omission or error in description of grade, quality and/or other technical characteristics of the insured commodity, as named in the relevant FOSFA

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contract.

INSTITUTE ADDITIONAL EXPENSES CLAUSES
(CARGO-WAR RISKS)
CL 322 1/7/85

This insurance is only to cover additional expenses incurred in consequence of War Risks, and only to the extent and subject to the conditions set forth in the following clauses:

1 In the event of interruption or frustration of the voyage or adventure by arrests, restraints, detainments or acts of Kings, Princes and Peoples in prosecution of hostilities or by blockades or other warlike operations, whether there be a declaration of war or not, and whether by a belligerent or otherwise, or by reason of the exercise by the carrier of any liberty granted by any "War Risks" clause in the contract of affreightment, and the goods being discharged at a port other than the port of destination specified in this insurance or, where a country or district is specified in this insurance as the destination of the voyage, being discharged outside the limits of such country or district, the Underwriters shall pay (subject to the limit stated below) their proportion of additional expenses (including additional marine and war risk premiums and duty, if any) reasonably incurred by the Assured, in consequence of such interruption or frustration and discharge, for landing and/or warehousing charges and/or for transhipment to original destination or for returning the goods to the point of origin of the shipment or for transhipping to a substituted destination.

2 The additional expenses for returning the goods to the point of origin of the shipment or for transhipping to a substituted destination referred to in Clause 1 shall be considered reasonably incurred only if

2.1 the approval thereto of the Underwriters hereon has been first obtained, or

2.2 the sum for which the goods could have been sold there at the time the decision to transport the goods was made, less all necessary charges incurred in transporting the goods, including duty, if any, *exceeds* the sum which could have been realised by a sale at the place where the voyage or adventure was interrupted or frustrated, less duty, if any, which would have become payable in event of sale there, *and is not less than* the sum which could have been realised at some other place to which the Assured might reasonably have sent the goods, less all necessary charges which would have been incurred in transporting the goods, including duty, if any.

3 Subject to the provisions of Clause 2, if the goods are returned to the point of origin of the shipment or transhipped to a substituted destination, and the sum realised or which could be realised there, by the sale of the goods, exceeds the sum insured hereunder, the Underwriters' liability hereunder for additional expenses in respect of transport and duty shall be limited to the amount by which the said additional expenses incurred exceed the difference between the sum realised or which could be realised by the sale of the goods and the sum insured hereunder.

4 This insurance does not cover any expenses

4.1 incurred as a result of physical damage to vessel or cargo,

4.1.1 which may be recoverable under Marine or War Risk insurances on the goods, or

4.1.2 which may not be recoverable under such insurances by reason of insufficiency of the sum insured thereunder,

4.2 incurred subsequent to and in consequence of prohibition by the Government of the United Kingdom or of any of its Allies whereby the Assured is prevented from removing the goods from the port or place or country of discharge.

5 Warranted that the goods are covered by insurance against War Risks and against Marine Risks to an extent not less than the cover provided by the Institute Cargo Clauses (C).

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6 Risk to commence at times of sailing and it is warranted that when the vessel sails the contract of carriage provides for discharge of the goods at the destination named in this insurance.

7 Where the vessel has the option under the contract of carriage to discharge the goods at any specified port or ports, or any port or ports in a specified range, no liability shall arise hereunder by reason of discharge at any such port or ports.

8 Underwriters shall not be liable for

8.1 warehousing charges after a period of six months,

8.2 any expenses incurred more than twelve months after the goods were discharged unless the goods were in course of being forwarded, returned or transhipped to a substituted destination, before the expiry of the said twelve months.

9 Unless otherwise agreed the sum insured hereunder shall be that for which the goods are insured against Marine Risks or the C.I.F. value whichever be the greater. The sum insured by this insurance shall be the limit of liability hereunder.

10 Warranted that the goods are not at any time during the voyage, the property of any government or of any person, firm or corporation (including those domiciled in neutral territory) who are alien enemies of the United Kingdom or its Allies.

11 This insurance excludes loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radio-active force or matter.

12 This insurance is subject to English law and practice.

INSTITUTE FROZEN MEAT CLAUSES (A)

(not suitable for chilled, cooled or fresh meat)

CL 323 1/1/86

RISKS COVERED

1. This insurance covers all risks of loss of or damage to the subject-matter insured except as provided in Clauses 4, 5, 6 and 7 below. — Risks Clause

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance. — General Average Clause

3. This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim. — "Both to Blame Collision" Clause

EXCLUSIONS

4. In no case shall this insurance cover — General Exclusions Clause

4.1 loss damage or expense attributable to wilful misconduct of the Assured

4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured

4.3 loss damage or expense caused by insufficiency or unsuitability of

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packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "packing" 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 Assured or their servants)

4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured (except loss damage or expense resulting from variation in temperature whilst this insurance is in force)

4.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)

4.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage

This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract

4.7 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

4.8 loss damage or expense on shore caused directly or indirectly by earthquake, volcanic eruption and/or fire resulting therefrom

4.9 loss damage or expense arising from any failure of the Assured or their servants to take all reasonable precautions to ensure that the subject-matter insured is kept in refrigerated or, where appropriate, properly insulated and cooled space.

5. 5.1 In no case shall this insurance cover loss damage or expense arising from — Unseaworthiness and Unfitness Exclusion Clause

5.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein

5.1.2 unfitness of container liftvan or land conveyance for the safe carriage of the subject-matter insured, where loading therein is carried out prior to attachment of this insurance or by the Assured or their servants.

5.2 Where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract, exclusion 5.1.1 above shall not apply.

5.3 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

6. In no case shall this insurance cover loss damage or expense caused by — War Exclusion Clause

6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

6.2 capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat

6.3 derelict mines torpedoes bombs or other derelict weapons of war.

7. In no case shall this insurance cover loss damage or expense — Strikes Exclusion Clause

7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions

7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil

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commotions

7.3 caused by any terrorist or any person acting from a political motive.

DURATION

8. 8.1 This insurance attaches from the time Transit Clause

8.1.1 the goods pass into the cooling and/or freezing chambers of the works at the place named herein, provided that the period in such chambers prior to shipment on board the oversea vessel shall not exceed 60 days unless prompt notice be given to the Underwriters and an additional premium paid for each further period of 30 days or part thereof.

8.1.2 the goods are loaded into the conveyance at the freezing works or cold store at the place named herein for the commencement of the transit.

8.1.3 of loading of the goods into the oversea vessel.

DELETE SECTIONS NOT APPLICABLE

8.2 This insurance continues during the ordinary course of transit to and whilst in

8.2.1 cold store at the destination named herein
or

8.2.2 any other cold store which the Assured elect to use following discharge of the goods from the oversea vessel at the port of discharge either

8.2.2.1 for storage other than in the ordinary course of transit
or

8.2.2.2 for allocation or distribution.

8.3 This insurance terminates

8.3.1 *for transit to a destination in the Continent of Europe (including Eire and the United Kingdom), U.S.A. or Canada* on the expiry of 30 days

8.3.2 *for transit to a destination elsewhere* on the expiry of 5 days

after final discharge of the goods from the oversea vessel at the port of discharge.

8.4 Any disposal of the goods other than by storage as in 8.2.1 or 8.2.2 above (except with the prior consent of the Underwriters) or any removal from cold store before the expiry of the relevant period in 8.3.1 or 8.3.2 above shall terminate the insurance on such goods.

8.5 If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

8.6 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

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9. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 8 above, then this insurance shall also terminate *unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters,* either

Termination of Contract of Carriage Clause

9.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,

or

9.2 if the goods are forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named herein or to any other destination until terminated in accordance with the provisions of Clause 8 above.

10. Where, after attachment of this insurance, the destination is changed by the Assured, *held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters*.

Change of Voyage Clause

CLAIMS

11. 11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.

Insurable Interest Clause

11.2 Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

11.3 Prompt notice of any deterioration loss or damage shall be given to Underwriters upon first discovery and any claim for depreciation or damage is conditional upon Underwriters having been given an opportunity to inspect such depreciation or damage before termination of the insurance.

Notice of Claim Clause

12. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder.

This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.

Forwarding Charges Clause

13. No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival.

Constructive Total Loss Clause

14. Should the subject-matter insured or any part thereof not be shipped any claim in respect thereto shall be adjusted on the basis of its insured value less, where included, freight, duty and all charges not incurred.

Adjustment Clause

15. 15.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to

Increased Value Clause

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be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.
In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

15.2 **Where this insurance is on Increased Value the following clause shall apply:**
The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.
In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

16. This insurance shall not inure to the benefit of the carrier or other bailee. — Not to Inure Clause

MINIMISING LOSSES

17. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder — Duty of Assured Clause
- 17.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss,
and
- 17.2 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.

18. 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 of abandonment or otherwise prejudice the rights of either party. — Waiver Clause

AVOIDANCE OF DELAY

19. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control. — Reasonable Despatch Clause

LAW AND PRACTICE

20. This insurance is subject to English law and practice. — English Law and Practice Clause

NOTE: - *It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.*

SPECIAL NOTE: - *This insurance does not cover loss damage or expense caused by embargo, or by rejection prohibition or detention by the government of the country of import or their agencies or departments, but does not exclude loss of or damage to the subject-matter insured caused by risks insured hereunder and sustained prior to any such embargo rejection prohibition or detention.*

INSTITUTE FROZEN MEAT CLAUSES (A) - 24 Hours Breakdown
(not suitable for chilled, cooled or fresh meat)
CL 324 1/1/86

RISKS COVERED

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1. This insurance covers, except as provided in Clauses 4, 5, 6 and 7 below, — Risks Clause

1.1 all risks of loss of or damage to the subject-matter insured, other than loss or damage resulting from any variation in temperature howsoever caused,

1.2 loss of or damage to the subject-matter insured resulting from any variation in temperature attributable to

1.2.1 breakdown of refrigerating machinery resulting in its stoppage for a period of not less than 24 consecutive hours

1.2.2 fire or explosion

1.2.3 vessel or craft being stranded grounded sunk or capsized

1.2.4 overturning or derailment of land conveyance

1.2.5 collision or contact of vessel craft or conveyance with any external object other than water

1.2.6 discharge of cargo at a port of distress.

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance. — General Average Clause

3. This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim. — "Both to Blame Collision" Clause

EXCLUSIONS

4. In no case shall this insurance cover — General Exclusions Clause

4.1 loss damage or expense attributable to wilful misconduct of the Assured

4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured

4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "packing" 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 Assured or their servants)

4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured (except loss damage or expense resulting from variation in temperature specifically covered under Clause 1.2 above)

4.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)

4.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage

This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract

4.7 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

4.8 loss damage or expense on shore caused directly or indirectly by

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earthquake, volcanic eruption and/or fire resulting therefrom

4.9 loss damage or expense arising from any failure of the Assured or their servants to take all reasonable precautions to ensure that the subject-matter insured is kept in refrigerated or, where appropriate, properly insulated and cooled space.

5. 5.1 In no case shall this insurance cover loss damage or expense arising from — Unseaworthiness and Unfitness Exclusion Clause

5.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein

5.1.2 unfitness of container liftvan or land conveyance for the safe carriage of the subject-matter insured, where loading therein is carried out prior to attachment of this insurance or by the Assured or their servants.

5.2 Where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract, exclusion 5.1.1 above shall not apply.

5.3 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

6. In no case shall this insurance cover loss damage or expense caused by — War Exclusion Clause

6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

6.2 capture seizure arrest restraint or detainment, (piracy excepted) and the consequences thereof or any attempt thereat

6.3 derelict mines torpedoes bombs or other derelict weapons of war.

7. In no case shall this insurance cover loss damage or expense — Strikes Exclusion Clause

7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions

7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions

7.3 caused by any terrorist or any person acting from a political motive.

DURATION

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8. 8.1 This insurance attaches from the time Transit Clause

8.1.1 the goods pass into the cooling and/or freezing chambers of the works at the place named herein, provided that the period in such chambers prior to shipment on board the oversea vessel shall not exceed 60 days unless prompt notice be given to the Underwriters and an additional premium paid for each further period of 30 days or part thereof.

8.1.2 the goods are loaded into the conveyance at the freezing works or cold store at the place named herein for the commencement of the transit.

8.1.3 of loading of the goods into the oversea vessel.

DELETE SECTIONS NOT APPLICABLE

8.2 This insurance continues during the ordinary course of transit to and whilst in

8.2.1 cold store at the destination named herein
or

8.2.2 any other cold store which the Assured elect to use following discharge of the goods from the oversea vessel at the port of discharge either

8.2.2.1 for storage other than in the ordinary course of transit
or

8.2.2.2 for allocation or distribution.

8.3 This insurance terminates

8.3.1 *for transit to a destination in the Continent of Europe (including Eire and the United Kingdom), U.S.A. or Canada* on the expiry of 30 days

8.3.2 *for transit to a destination elsewhere* on the expiry of 5 days

after final discharge of the goods from the oversea vessel at the port of discharge.

8.4 Any disposal of the goods other than by storage as in 8.2.1 or 8.2.2 above (except with the prior consent of the Underwriters) or any removal from cold store before the expiry of the relevant period in 8.3.1 or 8.3.2 above shall terminate the insurance on such goods.

8.5 If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

8.6 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

9. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 8 above, then this insurance shall also terminate *unless prompt notice is* Termination of Contract of Carriage Clause

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given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either

9.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,
or

9.2 if the goods are forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named herein or to any other destination until terminated in accordance with the provisions of Clause 8 above.

10. Where, after attachment of this insurance, the destination is changed by the Assured, *held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters*. — Change of Voyage Clause

CLAIMS

11. 11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss. — Insurable Interest Clause

11.2 Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

11.3 Prompt notice of any deterioration loss or damage shall be given to Underwriters upon first discovery and any claim for depreciation or damage is conditional upon Underwriters having been given an opportunity to inspect such depreciation or damage before termination of the insurance.

12. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder. This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants. — Forwarding Charges Clause

13. No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival. — Constructive Total Loss Clause

14. Should the subject-matter insured or any part thereof not be shipped any claim in respect thereto shall be adjusted on the basis of its insured value less, where included, freight, duty and all charges not incurred. — Adjustment Clause

15. 15.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. — Increased Value Clause

In the event of claim the Assured shall provide the Underwriters with

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evidence of the amounts insured under all other insurances.

15.2 **Where this insurance is on Increased Value the following clause shall apply:**
The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.
In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

16. This insurance shall not inure to the benefit of the carrier or other bailee. — Not to Inure Clause

MINIMISING LOSSES

17. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder — Duty of Assured Clause

17.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss,
and
17.2 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.

18. 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 of abandonment or otherwise prejudice the rights of either party. — Waiver Clause

AVOIDANCE OF DELAY

19. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control. — Reasonable Despatch Clause

LAW AND PRACTICE

20. This insurance is subject to English law and practice. — English Law and Practice Clause

NOTE: - *It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.*
SPECIAL NOTE: - *This insurance does not cover loss damage or expense caused by embargo, or by rejection prohibition or detention by the government of the country of import or their agencies or departments, but does not exclude loss of or damage to the subject-matter insured caused by risks insured hereunder and sustained prior to any such embargo rejection prohibition or detention.*

INSTITUTE FROZEN MEAT CLAUSES (C) AND 24 HOURS BREAKDOWN (not suitable for chilled, cooled or fresh meat) CL 325 1/1/86

RISKS COVERED

1. This insurance covers, except as provided in Clauses 4, 5, 6 and 7 below, — Risks Clause

1.1 loss of or damage to the subject-matter insured attributable to
1.1.1 fire or explosion
1.1.2 vessel or craft being stranded grounded sunk or capsized

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1.1.3 overturning or derailment of land conveyance
1.1.4 collision or contract of vessel craft or conveyance with any external object other than water
1.1.5 discharge of cargo at a port of distress,
1.1.6 breakdown of refrigerating machinery resulting in its stoppage for a period of not less than 24 consecutive hours

1.2 loss of or damage to the subject-matter insured caused by
1.2.1 general average sacrifice
1.2.2 jettison.

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance. General Average Clause

3. This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim. "Both to Blame Collision" Clause

EXCLUSIONS

4. In no case shall this insurance cover General Exclusions Clause

4.1 loss damage or expense attributable to wilful misconduct of the Assured

4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured

4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "packing" 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 Assured or their servants)

4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured (except loss damage or expense covered under Clause 1.1.6 above)

4.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)

4.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage

This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract

4.7 deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons

4.8 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

4.9 loss damage or expense on shore caused directly or indirectly by earthquake, volcanic eruption and/or fire resulting therefrom

4.10 loss damage or expense arising from any failure of the Assured or

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their servants to take all reasonable precautions to ensure that the subject-matter insured is kept in refrigerated or, where appropriate, properly insulated and cooled space.

5. 5.1 In no case shall this insurance cover loss damage or expense arising from — Unseaworthiness and Unfitness Exclusion Clause

5.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein

5.1.2 unfitness of container liftvan or land conveyance for the safe carriage of the subject-matter insured, where loading therein is carried out prior to attachment of this insurance or by the Assured or their servants.

5.2 Where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract, exclusion 5.1.1 above shall not apply.

5.3 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

6. In no case shall this insurance cover loss damage or expense caused by — War Exclusion Clause

6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

6.2 capture seizure arrest restraint or detainment, and the consequences thereof or any attempt thereat

6.3 derelict mines torpedoes bombs or other derelict weapons of war.

7. In no case shall this insurance cover loss damage or expense — Strikes Exclusion Clause

7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions

7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions

7.3 caused by any terrorist or any person acting from a political motive.

DURATION

8. 8.1 This insurance attaches from the time — Transit Clause

8.1.1 the goods pass into the cooling and/or freezing chambers of the works at the place named herein, provided that the period in such chambers prior to shipment on board the oversea vessel shall not exceed 60 days unless prompt notice be given to the Underwriters and an additional premium paid for each further period of 30 days or part thereof.

8.1.2 the goods are loaded into the conveyance at the freezing works or cold store at the place named herein for the commencement of the transit.

8.1.3 of loading of the goods into the oversea vessel.

DELETE SECTIONS NOT APPLICABLE

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8.2 This insurance continues during the ordinary course of transit to and whilst in
- 8.2.1 cold store at the destination named herein
  or
- 8.2.2 any other cold store which the Assured elect to use following discharge of the goods from the oversea vessel at the port of discharge either
  - 8.2.2.1 for storage other than in the ordinary course of transit
    or
  - 8.2.2.2 for allocation or distribution

8.3 This insurance terminates
- 8.3.1 *for transit to a destination in the Continent of Europe (including Eire and the United Kingdom), U.S.A. or Canada* on the expiry of 30 days
- 8.3.2 *for transit to a destination elsewhere* on the expiry of 5 days after final discharge of the goods from the oversea vessel at the port of discharge.

8.4 Any disposal of the goods other than by storage as in 8.2.1 or 8.2.2 above (except with the prior consent of the Underwriters) or any removal from cold store before the expiry of the relevant period in 8.3.1 or 8.3.2 above shall terminate the insurance on such goods.

8.5 If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

8.6 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

9. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 8 above, then this insurance shall also terminate *unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters,* either

Termination of Contract of Carriage Clause

9.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,
or

9.2 if the goods are forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named herein or to any other destination until terminated in accordance with the provisions of Clause 8 above.

10. Where, after attachment of this insurance, the destination is changed by the Assured, *held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters*.

Change of Voyage Clause

CLAIMS

11. 11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.

Insurable Interest Clause

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11.2 Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

11.3 Prompt notice of any deterioration loss or damage shall be given to Underwriters upon first discovery and any claim for depreciation or damage is conditional upon Underwriters having been given an opportunity to inspect such depreciation or damage before termination of the insurance. — Notice of Claim Clause

12. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder. — Forwarding Charges Clause

This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.

13. No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival. — Constructive Total Loss Clause

14. Should the subject-matter insured or any part thereof not be shipped any claim in respect thereto shall be adjusted on the basis of its insured value less, where included, freight, duty and all charges not incurred. — Adjustment Clause

15. 15.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. — Increased Value Clause

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

15.2 **Where this insurance is on Increased Value the following clause shall apply:**

The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

16. This insurance shall not inure to the benefit of the carrier or other bailee. — Not to Inure Clause

MINIMISING LOSSES

17. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder — Duty of Assured Clause

17.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss,

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and

17.2 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.

18. 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 of abandonment or otherwise prejudice the rights of either party. Waiver Clause

AVOIDANCE OF DELAY

19. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control. Reasonable Despatch Clause

LAW AND PRACTICE

20. This insurance is subject to English law and practice. English Law and Practice Clause

NOTE: - It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

SPECIAL NOTE: - This insurance does not cover loss damage or expense caused by embargo, or by rejection prohibition or detention by the government of the country of import or their agencies or departments, but does not exclude loss of or damage to the subject-matter insured caused by risks insured hereunder and sustained prior to any such embargo rejection prohibition or detention.

INSTITUTE STRIKES CLAUSES (FROZEN MEAT)
(not suitable for chilled, cooled or fresh meat)
CL 326 1/1/86

RISKS COVERED

1. This insurance covers, except as provided in Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by Risks Clause

1.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions

1.2 any terrorist or any person acting from a political motive.

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these clauses. General Average Clause

EXCLUSIONS

3. In no case shall this insurance cover General Exclusions Clause

3.1 loss damage or expense attributable to wilful misconduct of the Assured

3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured

3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 3.3 "packing" 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 Assured or their servants)

3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured

3.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable

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under Clause 2 above)

3.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage
This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract

3.7 loss damage or expense arising from the absence shortage or withholding of equipment, power, fuel, coolant refrigerant or labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion

3.8 any claim based upon loss of or frustration of the voyage or adventure

3.9 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

3.10 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

3.11 loss damage or expense on shore caused directly or indirectly by earthquake, volcanic eruption and/or fire resulting therefrom.

4. 4.1 In no case shall this insurance cover loss damage or expense arising from

Unseaworthiness and Unfitness Exclusion Clause

4.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein

4.1.2 unfitness of container liftvan or land conveyance for the safe carriage of the subject-matter insured, where loading therein is carried out prior to attachment of this insurance or by the Assured or their servants.

4.2 Where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract, exclusion 4.1.1 above shall not apply.

4.3 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

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DURATION

5. 5.1 This insurance attaches from the time

Transit Clause

DELETE SECTIONS NOT APPLICABLE

5.1.1 the goods pass into the cooling and/or freezing chambers of the works at the place named herein, provided that the period in such chambers prior to shipment on board the oversea vessel shall not exceed 60 days unless prompt notice be given to the Underwriters and an additional premium paid for each further period of 30 days or part thereof.

5.1.2 the goods are loaded into the conveyance at the freezing works or cold store at the place named herein for the commencement of the transit.

5.1.3 of loading of the goods into the oversea vessel.

5.2 This insurance continues during the ordinary course of transit to and whilst in

5.2.1 cold store at the destination named herein
or

5.2.2 any other cold store which the Assured elect to use following discharge of the goods from the oversea vessel at the port of discharge either

5.2.2.1 for storage other than in the ordinary course of transit or

5.2.2.2 for allocation or distribution

5.3 This insurance terminates

5.3.1 *for transit to a destination in the Continent of Europe (including Eire and the United Kingdom), U.S.A. or Canada* on the expiry of 30 days

5.3.2 *for transit to a destination elsewhere* on the expiry of 5 days

after final discharge of the goods from the oversea vessel at the port of discharge.

5.4 Any disposal of the goods other than by storage as in 5.2.1 or 5.2.2 above (except with the prior consent of the Underwriters) or any removal from cold store before the expiry of the relevant period in 5.3.1 or 5.3.2 above shall terminate the insurance on such goods.

5.5 If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

5.6 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 6 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

6. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 5 above, then this insurance shall also terminate *unless prompt notice is*

Termination of Contract of Carriage Clause

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given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either

6.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,
or

6.2 if the goods are forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 5 above.

7. Where, after attachment of this insurance, the destination is changed by the Assured, *held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters*. — Change of Voyage Clause

CLAIMS

8. 8.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss. — Insurable Interest Clause

8.2 Subject to 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

8.3 Prompt notice of any deterioration loss or damage shall be given to Underwriters upon first discovery and any claim for depreciation or damage is conditional upon Underwriters having been given an opportunity to inspect such depreciation or damage before termination of the insurance. — Notice of Claims Clause

9. Should the subject-matter insured or any part thereof not be shipped any claim in respect thereto shall be adjusted on the basis of its insured value less, where included, freight, duty and all charges not incurred. — Adjustment Clause

10. 10.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. — Increased Value Clause

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

10.2 **Where this insurance is on Increased Value the following clause shall apply:**

The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

11. This insurance shall not inure to the benefit of the carrier or other bailee. — Not to Inure Clause

MINIMISING LOSSES

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12. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder — Duty of Assured Clause

12.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss,
and

12.2 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.

13. 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 of abandonment or otherwise prejudice the rights of either party. — Waiver Clause

AVOIDANCE OF DELAY

14. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control. — Reasonable Despatch Clause

LAW AND PRACTICE

15. This insurance is subject to English law and practice. — English Law and Practice Clause

NOTE: - *It is necessary for the Assured when they become aware of an event which "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.*
SPECIAL NOTE: - *This insurance does not cover loss damage or expense caused by embargo, or by rejection prohibition or detention by the government of the country of import or their agencies or departments, but does not exclude loss of or damage to the subject-matter insured caused by risks insured hereunder and sustained prior to any such embargo rejection prohibition or detention.*

IMTA FROZEN MEAT EXTENSION CLAUSES

(For use only with the Institute Frozen Meat Clauses (A) 1/1/86)

CL 327 1/1/86

Clause 1 and Clauses 4.4 and 4.5 of the attached Institute Frozen Meat Clauses (A) 1/1/86 are deemed to be deleted and replaced by:

1. Subject always to the goods being in sound condition at the time of attachment, this insurance covers, except as provided in Clauses 4, 5, 6 and 7 below, loss of, deterioration of, or damage to the subject-matter insured which shall arise during the currency of this insurance.

4. 4.4 loss, damage or expense arising from bone taint, salmonella, infection prior to attachment of this insurance, fault in preparation, dressing, cooling, freezing, wrapping or packing

4.5 claims arising from loss of market

Nevertheless, in the absence of prior notice to the Underwriters and agreement of any additional premium required by them, this insurance excludes any claim for deterioration of or damage to the subject-matter insured where the period in freezing works and in any cold store, before loading into the conveyance for commencement of the transit, exceeds 60 days.

FROZEN FOOD EXTENSION CLAUSES

(For use only with the Institute Frozen Food Clauses (A) 1/1/86)

CL 334 1/1/86

Clause 1 and Clauses 4.4 and 4.5 of the attached Institute Frozen Food Clauses (A) 1/1/86 are deemed to be deleted and replaced by:

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1. Subject always to the goods being in sound condition at the time of attachment, this insurance covers, except as provided in Clauses 4, 5, 6 and 7 below, loss of, deterioration of, or damage to the subject-matter insured which shall arise during the currency of this insurance.

4. 4.4 loss damage or expense arising from bone taint, salmonella, infection prior to attachment of this insurance, fault in preparation dressing cooling freezing wrapping or packing
4.5 claims arising from loss of market.

Nevertheless, in the absence of prior notice to the Underwriters and agreement of any additional premium required by them, this insurance excludes any claim for deterioration of or damage to the subject-matter insured where the period between the first passing of the goods into a Freezing Chamber and attachment of this insurance exceeds 60 days.

INSTITUTE TIMBER TRADE FEDERATION CLAUSES
Agreed with the Timber Trade Federation
CL 335 1/4/86

RISKS COVERED

1. Cargo whilst stowed on deck — Risks Clause

1.1 This insurance covers, except as provided in Clauses 4, 5, 6 and 7 below,

1.1.1 loss of or damage to the subject-matter insured whilst stowed on deck of the oversea vessel, or any part or item thereof whilst so stowed, reasonably attributable to

1.1.1.1 fire or explosion
1.1.1.2 vessel being stranded grounded sunk or capsized
1.1.1.3 collision or contact of vessel with any external object other than water
1.1.1.4 discharge of cargo at a port of distress,

1.1.2 loss of or damage to the subject-matter insured whilst stowed on deck of the oversea vessel, or any part or item thereof whilst so stowed, caused by

1.1.2.1 general average sacrifice
1.1.2.2 jettison or washing overboard
1.1.2.3 theft or non-delivery
1.1.2.4 malicious act.

Cargo whilst not stowed on deck

1.2 This insurance covers all risks of loss of or damage to the subject-matter insured excluding any part or item thereof whilst stowed on deck on the oversea vessel, except as provided in Clauses 4, 5, 6 and 7 below. Subject-matter insured or any part or item thereof stowed in poop, forecastle, deck house, shelter deck, other enclosed space, or in a container, shall be deemed to be the subject-matter insured not stowed on deck.

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance. — General Average Clause

3. This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim. — "Both to Blame Collision" Clause

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EXCLUSIONS

4. In no case shall this insurance cover — General Exclusions Clause

4.1 loss damage or expense attributable to wilful misconduct of the Assured

4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured

4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "packing" 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 Assured or their servants)

4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured

4.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)

4.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage

This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract

4.7 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.

5. 5.1 In no case shall this insurance cover loss damage or expense arising from — Unseaworthiness and Unfitness Exclusion Clause

5.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein

5.1.2 unfitness of container liftvan or land conveyance for the safe carriage of the subject-matter insured, where loading therein is carried out prior to attachment of this insurance or by the Assured or their servants.

5.2 Where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract, exclusion 5.1.1 above shall not apply.

5.3 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

6. In no case shall this insurance cover loss damage or expense caused by — War Exclusion Clause

6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

6.2 capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat

6.3 derelict mines torpedoes bombs or other derelict weapons of war.

7. In no case shall this insurance cover loss damage or expense — Strikes Exclusion Clause

7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions

7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions

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7.3 caused by any terrorist or any person acting from a political motive.

DURATION

8. 8.1 This insurance attaches on or after the loading of the goods insured hereunder on land and/or water conveyances or their floating at the mill, warehouse, factory, yard or premises wheresoever, from which the despatch to the oversea vessel is made, continues during the ordinary course of transit and terminates either — Transit Clause

8.1.1 on delivery of the goods by land or water into the mill, warehouse, factory, yard or premises at their final destination, whether at the port of discharge of the oversea vessel or (further sea voyage excepted) elsewhere, and are there made available to the Assured or Receivers

8.1.2 on delivery to any other warehouse or place of storage which the Assured elect to use for storage other than in the ordinary course of transit

or

8.1.3 on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge,

whichever shall first occur.

8.2 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

8.3 Each bill of lading to be deemed a separate insurance if required by the Assured at any time.

8.4 The provisions of Clause 8 shall apply notwithstanding that the description of the voyage in the body of the policy may state only the ports and places of shipment and discharge.

9. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 8 above, then this insurance shall also terminate *unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters* either — Termination of Contract of Carriage Clause

9.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,

or

9.2 if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination until terminated in accordance with the provisions of Clause 8 above.

10. Where, after attachment of this insurance, the destination is changed by the Assured, *held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters*. — Change of Voyage Clause

CLAIMS

11. 11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss. — Insurable Interest Clause

11.2 Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance,

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notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

12. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder.
This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.

Forwarding Charges Clause

13. No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival.

Construction Total Loss Clause

14. 14.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.
In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

Increased Value Clause

14.2 **Where this insurance is on Increased Value the following clause shall apply:**
The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.
In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

15. This insurance shall not inure to the benefit of the carrier or other bailee.

Not to Inure Clause

MINIMISING LOSSES

16. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder

Duty of Assured Clause

16.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss,
and
16.2 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.

17. 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 of abandonment or otherwise prejudice the rights of either party.

Waiver Clause

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AVOIDANCE OF DELAY

18. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control. — Reasonable Despatch Clause

LAW AND PRACTICE

19. This insurance is subject to English law and practice. — English Law and Practice Clause

NOTE: - It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

INSTITUTE STRIKES CLAUSES (TIMBER TRADE FEDERATION)
Agreed with the Timber Trade Federation
CL 336 1/4/86

RISKS COVERED

1. This insurance covers, except as provided in Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by — Risks Clause

1.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions

1.2 any terrorist or any person acting from a political motive.

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these clauses. — General Average Clause

EXCLUSIONS

3. In no case shall this insurance cover — General Exclusions Clause

3.1 loss, damage or expense attributable to wilful misconduct of the Assured

3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured

3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 3.3 "packing" 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 Assured or their servants)

3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured

3.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)

3.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage.
This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract

3.7 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion

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3.8 any claim based upon loss of or frustration of the voyage or adventure

3.9 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

3.10 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.

4. 4.1 In no case shall this insurance cover loss damage or expense arising from — Unseaworthiness and Unfitness Exclusion Clause

4.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein

4.1.2 unfitness of container liftvan or land conveyance for the safe carriage of the subject-matter insured, where loading therein is carried out prior to attachment of this insurance or by the Assured or their servants.

4.2 Where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract, exclusion 4.1.1 above shall not apply.

4.3 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

DURATION

5. 5.1 This insurance attaches on or after the loading of the goods insured hereunder on land and/or water conveyances or their floating at the mill, warehouse, factory, yard or premises wheresoever, from which the despatch to the oversea vessel is made, continues during the ordinary course of transit and terminates either — Transit Clause

5.1.1 on delivery of the goods by land or water into the mill, warehouse, factory, yard or premises at their final destination, whether at the port of discharge of the oversea vessel or (further sea voyage excepted) elsewhere, and are there made available to the Assured or Receivers

5.1.2 on delivery to any other warehouse or place of storage which the Assured elect to use for storage other than in the ordinary course of transit

or

5.1.3 on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge,

whichever shall first occur.

5.2 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 6 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

5.3 Each bill of lading to be deemed a separate insurance if required by the Assured at any time.

5.4 The provisions of Clause 5 shall apply notwithstanding that the description of the voyage contained in the body of the policy may state only the ports and places of shipment and discharge.

6. If owing to circumstances beyond the control of the Assured either the contract — Termination of

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of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 5 above, then this insurance shall also terminate *unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters,* either

Contract of Carriage Clause

6.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the good hereby insured at such port or place, whichever shall first occur,
or

6.2 if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 5 above.

7. Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.

Change of Voyage Clause

CLAIMS

8. 8.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.

Insurable Interest Clause

8.2 Subject to 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

9. 9.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.
In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

Increased Value Clause

9.2 **Where this insurance is on Increased Value the following clause shall apply:**
The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.
In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

10. This insurance shall not inure to the benefit of the carrier or other bailee.

Not to Inure Clause

MINIMISING LOSSES

11. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder

Duty of Assured Clause

11.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss,
and

11.2 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,

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reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

12. 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 of acceptance of abandonment or otherwise prejudice the rights of either party. — Waiver Clause

AVOIDANCE OF DELAY

13. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control. — Reasonable Despatch Clause

LAW AND PRACTICE

14. This insurance is subject to English law and practice. — English Law and Practice Clause

NOTE: - *It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.*

INSTITUTE CONTAINER CLAUSES – TIME
CL 338 1/1/87

This insurance is subject to English law and practice

RISKS COVERED

1. This insurance covers all risks of loss of or damage to the subject-matter insured, except as provided in Clauses 4, 5, 6, 7 and 8 below. — Risks Clause

2. This insurance covers general average salvage and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 5, 6, 7 and 8 or elsewhere in this insurance. — General Average Clause

For the purpose of claims for general average contribution salvage and salvage charges recoverable hereunder the subject-matter insured shall be deemed to be insured for its full contributory value.

3. This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim. — "Both to Blame Collision" Clause

4. The Underwriters shall only be liable under Clauses 1 and 2 above for loss of or damage to the machinery of the container — Machinery Clause

4.1 when the container is a total loss (actual or constructive)

4.2 when such damage is caused by

- 4.2.1 fire or explosion originating externally to the machinery
- 4.2.2 vessel or craft being stranded grounded sunk or capsized
- 4.2.3 overturning derailment or other accident to land conveyance or aircraft
- 4.2.4 collision or contact of vessel or craft with any external object other than water
- 4.2.5 general average sacrifice.

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EXCLUSIONS

5. In no case shall this insurance cover — General Exclusion Clause

5.1 loss damage or expense attributable to wilful misconduct of the Assured

5.2 ordinary wear and tear, ordinary corrosion and rust, or gradual deterioration

5.3 mysterious disappearance, unexplained loss and loss discovered upon taking inventory

5.4 loss damage or expense caused by inherent vice or nature or nature of the subject-matter insured

5.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)

5.6 loss damage or expense arising from insolvency or financial default

5.7 loss damage or expense arising from

unseaworthiness of vessel or craft,

unfitness of vessel craft or conveyance for the safe carriage of the subject-matter insured,

where the Assured or their servants are privy to such unseaworthiness or unfitness.

6. In no case shall this insurance cover loss damage liability or expense caused by — War Exclusion Clause

6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

6.2 capture seizure arrest restraint or detainment (barratry and piracy excepted), and the consequences thereof or any attempt thereat

6.3 derelict mines torpedoes bombs or other derelict weapons of war

6.4 confiscation nationalisation requisition or pre-emption.

7. In no case shall this insurance cover loss damage liability or expense — Strikes Exclusion Clause

7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions

7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions

7.3 caused by any terrorist or any person acting from a political motive.

8. In no case shall this insurance cover loss damage liability or expense arising from any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter. — Nuclear Exclusion Clause

SCOPE OF INSURANCE

9. Each container is covered, including whilst on deck, within the sea and territorial limits specified in the Schedule below. Breach of these limits held covered at a premium to be agreed, subject to prompt notice being given to the Underwriters. — Limits Clause

10. If a container insured hereunder is sold leased or hired to a party not named as an Assured, the insurance of that container shall terminate automatically unless the Underwriters agree in writing to continue the cover. — Sale or Hire Clause

This Clause 10 shall prevail notwithstanding any provision whether written, typed or printed in this insurance inconsistent therewith.

CANCELLATION

11. This insurance may be cancelled by either the Underwriters or the Assured giving 30 days' notice (such cancellation becoming effective on the expiry of 30 days from midnight of the day on which notice of cancellation is issued by or to the Underwriters). — Cancellation Clause

11.1 In the event of cancellation by the Underwriters, they shall allow pro rata daily net return of premium to the Assured.

11.2 In the event of cancellation by the Assured, the Underwriters shall allow

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such return of premium as may be agreed.

ASSIGNMENT

12. No assignment of or interest in this insurance or in any moneys which may be or become payable hereunder is to be binding on or recognised by the Underwriters unless a dated notice of such assignment or interest signed by the Assured, and by the assignor in the case of subsequent assignment, is endorsed on the Policy and the Policy with such endorsement is produced before payment of any claim or return of premium thereunder. — Assignment Clause

CLAIMS

13. In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss. — Insurable Interest Clause

14. In the event of accident whereby loss or damage may result in a claim under this insurance, prompt notice shall be given to the Underwriters or, if the container is abroad, to the nearest Lloyd's Agent so that a surveyor may be appointed to represent the Underwriters should they so wish. — Notice of Claim Clause

15. Where a claim is payable under this insurance for a container which is damaged but is not a total loss, the measure of indemnity shall not exceed the reasonable cost of repairing such damage. — Partial Loss and Deductible Clause

15.1 The Underwriters only to be liable for the the excess of the deductible specified in the Schedule below in respect of each container any one accident or series of accidents arising from one event but this deductible not apply to

15.1.1 total loss (actual or constructive)

15.1.2 general average salvage or salvage charges

15.1.3 charges incurred under Clause 18 below.

15.2 In respect of each container the Underwriters shall not be liable

15.2.1 in respect of unrepaired damage for more than the insured value at the time this insurance terminates

15.2.2 for unrepaired damage in the event of a subsequent total loss (whether or not covered by this insurance) sustained during the period covered by this insurance or any extension thereof.

16. 16.1 In ascertaining whether a container is a constructive total loss, the insured value of that container shall be taken as the repaired value and nothing in respect of the damaged or scrap value shall be taken into account.

16.2 No claim for constructive total loss based upon the cost of recovery and/or repair of a container shall be recoverable hereunder unless such cost would exceed the insured value of that container. In making this determination, only the cost relating to a single accident or sequence of damages arising from the same accident shall be taken into account.

BENEFIT OF INSURANCE

17. This insurance shall not inure to the benefit of any carrier or bailee other than the Assured. — Not to Inure Clause

MINIMISING LOSSES

18. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder — Duty of Assured (Sue and Labour) Clause

18.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and

18.2 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

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the Assured for any charges properly and reasonably incurred in pursuance of these duties.

19. 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 of abandonment or otherwise prejudice the rights of either party. Waiver Clause

IT IS A CONDITION OF THIS INSURANCE THAT EACH CONTAINER BEARS CLEAR MARKS OF IDENTIFICATION.

SCHEDULE

Subject-Matter Insured			**Sea and Territorial Limits**
Type & Size	Identification Mark	Value	(which are deemed to include normal flying routes between points within these Sea and Territorial Limits)
{Response}	{Response}	{Response}	{Response}
			Oversea Vessels
Deductible {Response}			{Response}
OR AS PER SCHEDULE ATTACHED			

INSTITUTE CONTAINER CLAUSES – TIME
TOTAL LOSS, GENERAL AVERAGE, SALVAGE, SALVAGE CHARGES,
SUE AND LABOUR
CL 339 1/1/87

This insurance is subject to English law and practice

RISKS COVERED

1. This insurance covers all risks of total loss (actual or constructive) of the subject-matter insured, except as provided in Clauses 4, 5, 6 and 7 below. Risk Clause

2. This insurance covers general average salvage and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance. General Average Clause
For the purpose of claims for general average contribution salvage and salvage charges recoverable hereunder the subject-matter insured shall be deemed to be insured for its full contributory value.

3. This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim. "Both to Blame Collision" Clause

EXCLUSIONS

4. In no case shall this insurance cover General Exclusion Clause
- 4.1 loss damage or expense attributable to wilful misconduct of the Assured
- 4.2 ordinary wear and tear, ordinary corrosion and rust, or gradual deterioration
- 4.3 mysterious disappearance, unexplained loss and loss discovered upon taking inventory
- 4.4 loss damage or expense caused by inherent vice or nature or nature of the subject-matter insured

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4.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
4.6 loss damage or expense arising from insolvency or financial default
4.7 loss damage or expense arising from
unseaworthiness of vessel or craft
unfitness of vessel craft or conveyance for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness.

5. In no case shall this insurance cover loss damage liability or expense caused by — War Exclusion Clause
5.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
5.2 capture seizure arrest restraint or detainment (barratry and piracy excepted), and the consequences thereof or any attempt thereat
5.3 derelict mines torpedoes bombs or other derelict weapons of war
5.4 confiscation nationalisation requisition or pre-emption.

6. In no case shall this insurance cover loss damage liability or expense — Strikes Exclusion Clause
6.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
6.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
6.3 caused by any terrorist or any person acting from a political motive.

7. In no case shall this insurance cover loss damage liability or expense arising from any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter. — Nuclear Exclusion Clause

SCOPE OF INSURANCE

8. Each container is covered, including whilst on deck, within the sea and territorial limit specified in the Schedule below. Breach of these limits held covered at a premium to be agreed, subject to prompt notice being given to the Underwriters. — Limits Clause

9. If a container insured hereunder is sold leased or hired to a party not named as an Assured, the insurance of that container shall terminate automatically unless the Underwriters agree in writing to continue the cover. — Sale or Hire Clause
This Clause 9 shall prevail notwithstanding any provision whether written, typed or printed in this insurance inconsistent therewith.

CANCELLATION

10. This insurance may be cancelled by either the Underwriters or the Assured giving 30 days' notice (such cancellation becoming effective on the expiry of 30 days from midnight of the day on which notice of cancellation is issued by or to the Underwriters). — Cancellation Clause
10.1 In the event of cancellation by the Underwriters, they shall allow pro rata daily net return of premium to the Assured.
10.2 In the event of cancellation by the Assured, the Underwriters shall allow such return of premium as may be agreed.

ASSIGNMENT

11. No assignment of or interest in this insurance or in any moneys which may be or become payable hereunder is to be binding on or recognised by the Underwriters unless a dated notice of such assignment or interest signed by the Assured, and by the assignor in the case of subsequent assignment, is endorsed on the Policy and the Policy with such endorsement is produced before payment of any claim or return of premium thereunder. — Assignment Clause

CLAIMS

12. In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss. — Insurable Interest Clause

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13. In the event of accident whereby loss or damage may result in a claim under this insurance, prompt notice shall be given to the Underwriters or, if the container is abroad, to the nearest Lloyd's Agent so that a surveyor may be appointed to represent the Underwriters should they so wish. Notice of Claim Clause

14. 14.1 In ascertaining whether a container is a constructive total loss, the insured value of that container shall be taken as the repaired value and nothing in respect of the damaged or scrap value shall be taken into account. Constructive Total Loss Clause

14.2 No claim for constructive total loss based upon the cost of recovery and/or repair of a container shall be recoverable hereunder unless such cost would exceed the insured value of that container. In making this determination, only the cost relating to a single accident or sequence of damages arising from the same accident shall be taken into account.

BENEFIT OF INSURANCE

15. This insurance shall not inure to the benefit of any carrier or bailee other than the Assured. Not to Inure Clause

MINIMISING LOSSES

16. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder Duty of Assured (Sue and Labour) Clause

16.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and

16.2 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.

17. 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 of abandonment or otherwise prejudice the rights of either party. Waiver Clause

IT IS A CONDITION OF THIS INSURANCE THAT EACH CONTAINER BEARS CLEAR MARKS OF IDENTIFICATION.

SCHEDULE

Subject-Matter Insured			**Sea and Territorial Limits**
Type & Size	Identification Mark	Value	(which are deemed to include normal flying routes between points within these Sea and Territorial Limits)
{Response}	{Response}	{Response}	{Response}
			Oversea Vessels
Deductible {Response}			{Response}
or as per schedule attached			

INSTITUTE WAR AND STRIKES CLAUSES CONTAINERS – TIME
CL 340 1/1/87

This insurance is subject to English law and practice

RISKS COVERED

1. This insurance covers, except as provided in Clause 5 below, loss of or damage to the subject-matter insured caused by Risks Clause

1.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom,

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or any hostile act by or against a belligerent power
1.2 capture seizure arrest restraint or detainment, and the consequences thereof or any attempt thereat
1.3 derelict mines torpedoes bombs or other derelict weapons of war
1.4 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
1.5 any terrorist or any person acting from a political motive
1.6 confiscation or expropriation.

2. This insurance covers general average salvage and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these clauses. General Average Clause
For the purpose of claims for general average contribution salvage and salvage charges recoverable hereunder the subject-matter insured shall be deemed to be insured for its full contributory value.

INCORPORATION

3. The Institute Container Clauses - Time 1/1/87, except Clauses 1, 2, 4, 5, 6, 7, 8, 9 and 11, are deemed to be incorporated into this insurance in so far as they do not conflict with the provisions of these clauses. Incorporation Clause

DETAINMENT

4. In the event that the container shall have been the subject of capture seizure arrest restraint detainment confiscation or expropriation, and the Assured shall thereby have lost the free use and disposal of the container for a continuous period of 12 months then for the purpose of ascertaining whether the container is a Constructive Total Loss the Assured shall be deemed to have been deprived of the possession of the container without any likelihood of recovery. Detainment Clause

EXCLUSIONS

5. This insurance excludes General Exclusion Clause
5.1 loss damage liability or expense arising from
5.1.1 any detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter, hereinafter called a nuclear weapon of war
5.1.2 the outbreak of war (whether there be a declaration of war or not) between any of the following countries:
United Kingdom, United States of America, France, the Union of Soviet Socialist Republics, the People's Republic of China
5.1.3 requisition or pre-emption
5.1.4 capture seizure arrest restraint detainment confiscation or expropriation by or under the order of the government or any public or local authority of the country where the Assured have their principal place of business
5.1.5 arrest restraint detainment confiscation or expropriation under quarantine regulations or by reason of infringement of any customs or trading regulations
5.1.6 the operation of ordinary judicial process, failure to provide security or to pay any fine or penalty or any financial cause
5.1.7 piracy (but this exclusion shall not affect cover under Clause 1.4),
5.2 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion,
5.3 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above),

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5.4 loss damage or expense arising from insolvency or financial default,
5.5 loss damage liability or expense covered by the Institute Container Clauses - Time 1/1/87 or which would be recoverable thereunder but for Clause 15.1 thereof,
5.6 any claim for any sum recoverable under any other insurance on the container or which would be recoverable under such insurance but for the existence of this insurance.

SCOPE OF INSURANCE

6. 6.1 Except as provided in Clauses 6.2 and 6.3 below, the subject-matter insured is Limits Clause

covered only whilst on board an oversea vessel (including whilst on deck) or on board an aircraft, within the sea and territorial limits specified in the Schedule below.

6.2 The insurance against the risk of mines and derelict torpedoes, floating or submerged, is extended whilst the container is on board any vessel or craft.

6.3 The insurance against the risks covered under Clauses 1.4 and 1.5 is extended whilst the container is on board any vessel or craft or whilst ashore, including loading and unloading, except where the loss or damage arises from war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.

6.4 This insurance excludes loss damage liability or expense arising whilst the container is not on board an aircraft or oversea vessel, except as provided in Clauses 6.2 and 6.3 above.

(For the purpose of this Clause 6 an "oversea vessel" shall be deemed to mean a vessel carrying the container from one port or place to another where such voyage involves a sea passage by that vessel.)

Anything contained in this insurance which is inconsistent with Clause 6.4 shall to the extent of such inconsistency be null and void.

TERMINATION

7. 7.1 This insurance may be cancelled by either the Underwriters or the Assured giving 7 Termination Clause

days notice (such cancellation becoming effective on the expiry of 7 days from midnight of the day on which notice of cancellation is issued by or to the Underwriters). The Underwriters agree however to reinstate this insurance subject to agreement between the Underwriters and the Assured prior to the expiry of such notice of cancellation as to new rate of premium and/or conditions and/or warranties.

7.2 Whether or not such notice of cancellation has been given this insurance shall TERMINATE AUTOMATICALLY

7.2.1 upon the occurrence of any hostile detonation of any nuclear weapon of war as defined in Clause 5. 1. 1 wheresoever or whensoever such detonation may occur and whether or not the container may be involved

7.2.2 upon the outbreak of war (whether there a be a declaration of war or not) between any of the following countries:
United Kingdom, United States of America, France, the Union of Soviet Socialist Republics, the People's Republic of China

7.2.3 in the event of the container being requisitioned, either for title or use.

7.3 In the event either of cancellation by notice or of automatic termination of this insurance by reason of the operation of this Clause 7, or of the sale of the container, pro rata net return of premium shall be payable to the Assured.

This insurance shall not become effective if, subsequent to its acceptance by the Underwriters and prior to the intended time of its attachment, there has occurred any event which would have automatically terminated this insurance under the provisions of Clause 7 above.

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IT IS A CONDITION OF THIS INSURANCE THAT EACH CONTAINER BEARS CLEAR MARKS OF IDENTIFICATION.

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SCHEDULE

Subject-Matter Insured			Sea and Territorial Limits
Type & Size	Identification Mark	Value	(which are deemed to include normal flying routes between points within these Sea and Territorial Limits)
{Response}	{Response}	{Response}	{Response}
			Oversea Vessels
Deductible {Response}			{Response}
or as per schedule attached			

INSTITUTE CLASSIFICATION CLAUSE 01/01/2001
CL 354 01/01/2001

QUALIFYING VESSELS

1. This insurance and the marine transit rates as agreed in the policy or open cover apply only to cargoes and/or interests carried by mechanically self-propelled vessels of steel construction classed with a Classification Society which is:

1.1 a Member or Associate Member of the International Association of Classification Societies (IACS), or
1.2 a National Flag Society as defined in Clause 4 below, but only where the vessel is engaged exclusively in the coastal trading of that nation (including trading on an inter-island route within an archipelago of which that nation forms part).

Cargoes and/or interests carried by vessels not classed as above must be notified promptly to underwriters for rates and conditions to be agreed. **Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable commercial market terms.**

AGE LIMITATION

2. Cargoes and/or interests carried by Qualifying Vessels (as defined above) which exceed the following age limits will be insured on the policy or open cover conditions **subject to an additional premium to be agreed.**

Bulk or combination carriers over 10 years of age or other vessels over 15 years of age unless they:

1.1 have been used for the carriage of general cargo on an established and regular pattern of trading between a range of specified ports, and do not exceed 25 years of age, or

1.2 were constructed as containerships, vehicle carriers or double-skin open-hatch gantry crane vessels (OHGCs) and have been continuously used as such on an established and regular pattern of trading between a range of specified ports, and do not exceed 30 years of age.

CRAFT CLAUSE

2 The requirements of this Clause do not apply to any craft used to load or unload the vessel within the port area.

NATIONAL FLAG SOCIETY

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3 A National Flag Society is a Classification Society which is domiciled in the same country as the owner of the vessel in question which must also operate under the flag of that country.

PROMPT NOTICE

4 **Where this insurance requires the assured to give prompt notice to the Underwriters, the right to cover is dependent upon compliance with that obligation.**

LAW AND PRACTICE

This insurance is subject to English law and practice.

INSTITUTE CLASSIFICATION CLAUSE
CL 354 1/8/97

THE MARINE TRANSIT RATES AGREED FOR THIS INSURANCE APPLY ONLY TO CARGOES AND/OR INTERESTS CARRIED BY MECHANICALLY SELF-PROPELLED VESSELS OF STEEL CONSTRUCTION, CLASSED AS BELOW BY ONE OF THE FOLLOWING CLASSIFICATION SOCIETIES,

Lloyd's Register	**100A1** or **B.S.**
American Bureau of Shipping	✠ **A1**
Bureau Veritas	**1 3/3 E** ✠
China Classification Society	★ **CSA**
Germanischer Lloyd	✠ **100 A5**
Korean Register of Shipping	✠ **KRS 1**
Maritime Register of Shipping	**KM** ★
Nippon Kaiji Kyokai	**NS** ∗
Norske Veritas	✠ **1A1**
Registro Italiano	★ **100-A-1.1.**

PROVIDED SUCH VESSELS ARE

a) (i) not bulk and/or combination carriers over 10 years of age.
(ii) not mineral oil tankers exceeding 50,000 GRT which are over 10 years of age.
b) (i) not over 15 years of age, OR
(ii) over 15 years of age but not over 25 years of age and have established and maintained a regular pattern of trading on an advertised schedule to load and unload at specified ports.

CHARTERED VESSELS AND ALSO VESSELS UNDER 1000 G.R.T. WHICH ARE MECHANICALLY SELF-PROPELLED AND OF STEEL CONSTRUCTION MUST BE CLASSED AS ABOVE AND NOT OVER THE AGE LIMITATIONS SPECIFIED ABOVE.

THE REQUIREMENTS OF THE INSTITUTE CLASSIFICATION CLAUSE DO NOT APPLY TO ANY

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CRAFT, RAFT OR LIGHTER, USED TO LOAD OR UNLOAD THE VESSEL, WHILST THEY ARE WITHIN THE PORT AREA.

CARGOES AND/OR INTERESTS CARRIED BY MECHANICALLY SELF-PROPELLED VESSELS NOT FALLING WITHIN THE SCOPE OF THE ABOVE ARE HELD COVERED SUBJECT TO A PREMIUM AND ON CONDITIONS TO BE AGREED.

INSTITUTE CLASSIFICATION CLAUSE
CL 354 13/4/92

THE MARINE TRANSIT RATES AGREED FOR THIS INSURANCE APPLY ONLY TO CARGOES AND/OR INTERESTS CARRIED BY MECHANICALLY SELF-PROPELLED VESSELS OF STEEL CONSTRUCTION, CLASSED AS BELOW BY ONE OF THE FOLLOWING CLASSIFICATION SOCIETIES,

Lloyd's Register	100A1 or B.S.	) Class without any modification.
American Bureau of Shipping	✠A1	
Bureau Veritas	1 3/3 E ✠	
Germanischer Lloyd	✠100 A4	
Korean Register of Shipping	✠ KRS 1	
Nippon Kaiji Kyokai	NS*	
Norske Veritas	✠1A1	
Registro Italiano	★100A 1.1. Nav.L	
Register of Shipping of the U.S.S.R	KM ⊛	
Polish Register of Shipping	✳ KM	

PROVIDED SUCH VESSELS ARE

a) (i) not bulk and/or combination carriers over 10 years of age.
   (ii) not mineral oil tankers exceeding 50,000 GRT which are over 10 years of age.
b) (i) not over 15 years of age, OR
   (ii) over 15 years of age but not over 25 years of age and have established and maintained a regular pattern of trading on an advertised schedule to load and unload at specified ports.

CHARTERED VESSELS AND ALSO VESSELS UNDER 1000 G.R.T. WHICH ARE MECHANICALLY SELF-PROPELLED AND OF STEEL CONSTRUCTION MUST BE CLASSED AS ABOVE AND NOT OVER THE AGE LIMITATIONS SPECIFIED ABOVE.

THE REQUIREMENTS OF THE INSTITUTE CLASSIFICATION CLAUSE DO NOT APPLY TO ANY CRAFT, RAFT OR LIGHTER, USED TO LOAD OR UNLOAD THE VESSEL, WHILST THEY ARE WITHIN THE PORT AREA.

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CARGOES AND/OR INTERESTS CARRIED BY MECHANICALLY SELF-PROPELLED VESSELS NOT FALLING WITHIN THE SCOPE OF THE ABOVE ARE HELD COVERED SUBJECT TO A PREMIUM AND ON CONDITIONS TO BE AGREED.

INSTITUTE EXTENDED RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE
CL 356 A 01/11/02

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
   1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
   1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
   1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

INSTITUTE RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE
CL 356 1/10/90

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
   1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
   1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
   1.3 any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

INSTITUTE CHEMICAL, BIOLOGICAL, BIO-CHEMICAL, ELECTROMAGNETICWEAPONS AND CYBER ATTACK EXCLUSION CLAUSE
CL 365 01/11/02

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

1.1 any chemical, biological, bio-chemical or electromagnetic weapon
1.2 the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, computer virus or process or any other electronic system.

INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE
CL 370 10/11/2003

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

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1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

   1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

   1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof

   1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

   1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes

   1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

INSTITUTE CYBER ATTACK EXCLUSION CLAUSE
CL 380 10/11/2003

1.1 Subject only to Clause 1.2 below, in no case shall this insurance cover loss damage liability or expense directly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any electronic system.

1.2 Where this Clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1.1. Shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system computer software programme, or any electronic system in the launch and/o guidance system and/or firing mechanism of any weapon or missile

INSTITUTE CARGO CLAUSES (A)
CL382 01/01/2009

RISKS COVERED

Risks

1. This insurance covers all risks of loss of or damage to the subject-matter insured except as excluded by the provisions of Clauses 4, 5, 6 and 7 below.

General Average

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of carriage and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4**,** 5, 6 and 7 below.

"Both to Blame Collision Clause"

3. This insurance indemnifies the Assured, in respect of any risk insured herein, against liability incurred under any Both to Blame Collision Clause in the contract of carriage. In the event of any claim by carriers under the said Clause, the Assured agree to notify the Insurers who shall have the right, at their own cost and expense, to defend the Assured against such claim.

Exclusions:

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4. In no case shall this insurance cover,

4.1 loss damage or expense attributable to wilful misconduct of the Assured

4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured

4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)

4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured

4.5 loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)

4.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage

This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract

4.7 loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

Unseaworthiness and Unfitness Exclusion Clause

5.

5.1 In no case shall this insurance cover loss damage or expense arising from,

5.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein

5.1.2 unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.

5.2 Exclusion 5.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.

5.3 The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

War Exclusion Clause

6. In no case shall this insurance cover loss damage or expense caused by,

6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

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6.2 capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat

6.3 derelict mines torpedoes bombs or other derelict weapons of war.

Strike Exclusion Clause

7. In no case shall this insurance cover loss damage or expense,

7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions

7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions

7.3 caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted

7.4 caused by any person acting from a political, ideological or religious motive.

DURATION

Transit Clause

8. 8.1 Subject to Clause 11 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either:

8.1.1 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance,

8.1.2 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or

8.1.3 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or

8.1.4 on the expiry of 60 days after completion of discharge overside of the subject-matter insured from the oversea vessel at the final port of discharge, whichever shall first occur.

8.2 If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 8.1.1 to 8.1.4, shall not extend beyond the time the subject-matter insured is first moved for the purpose of the commencement of transit to such other destination.

8.3 This insurance shall remain in force (subject to termination as provided for in Clauses 8.1.1 to 8.1.4 above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

Termination of Contract of Carriage

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9. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before unloading of the subject-matter insured as provided for in Clause 8 above, then this insurance shall also terminate *unless prompt notice is given to the Insurers and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by the Insurers*, either

9.1 until the subject-matter insured is sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the subject-matter insured at such port or place, whichever shall first occur,

Or

9.2 if the subject-matter insured is forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 8 above.

Change of Voyage

10. 10.1 Where, after attachment of this insurance, the destination is changed by the Assured, *this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.*

10.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 8.1), but, without the knowledge of the Assured or their employees the ship sails for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

CLAIMS

Insurable Interest

11. 11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject matter insured at the time of the loss.

11.2 Subject to Clause 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

Forwarding Charges

12. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter insured is covered under this insurance, the Insurers will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter insured to the destination to which it is insured.

This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their employees.

Constructive Total Loss

13. No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be

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unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter insured to the destination to which it is insured would exceed its value on arrival.

Increased Value

14. 14.1 If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

14.2 **Where this insurance is on Increased Value the following clause shall apply:**

The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

Not to Inure Clause

15. This insurance,

15.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,

15.2 shall not extend to or otherwise benefit the carrier or other bailee.

MINIMISING LOSSES

Duty of Assured

16. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder

16.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss,

and

16.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

Waiver

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

AVOIDANCE OF DELAY

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Reasonable Despatch Clause

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

LAW AND PRACTICE

19. This insurance is subject to English law and practice.

NOTE: - Where a continuation of cover is requested under Clause 9, or a change of destination is notified under Clause 10, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.

INSTITUTE CARGO CLAUSES (B)
CL383 01/01/2009

RISKS COVERED

Risks

1. This insurance covers, except as excluded by the provisions of Clauses 4, 5, 6 and 7 below,

1.1 loss of or damage to the subject-matter insured reasonably attributable to,

1.1.1 fire or explosion
1.1.2 vessel or craft being stranded grounded sunk or capsized
1.1.3 overturning or derailment of land conveyance
1.1.4 collision or contact of vessel craft or conveyance with any external object other than water
1.1.5 discharge of cargo at a port of distress
1.1.6 earthquake volcanic eruption or lightning,

1.2 loss of or damage to the subject-matter insured caused by,

1.2.1 general average sacrifice
1.2.2 jettison or washing overboard
1.2.3 entry of sea lake or river water into vessel craft hold conveyance container or place of storage,

1.3 total loss of any package lost overboard or dropped whilst loading on to, or unloading from, vessel or craft.

General Average

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of carriage and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4**,** 5, 6 and 7 below.

"Both to Blame Collision Clause"

3. This insurance indemnifies the Assured, in respect of any risk insured herein, against liability incurred under any Both to Blame Collision Clause in the contract of carriage. In the event of any claim by carriers under the said Clause, the Assured agree to notify the Insurers who shall have the right, at their own cost and expense, to defend the Assured against such claim.

EXCLUSIONS

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4. In no case shall this insurance cover,

4.1 loss damage or expense attributable to wilful misconduct of the Assured

4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured

4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)

4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured

4.5 loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)

4.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage.

This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract

4.7 deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons

4.8 loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

5. 5.1 In no case shall this insurance cover loss damage or expense arising from,

5.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein

5.1.2 unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.

5.2 Exclusion 5.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.

5.3 The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

6. In no case shall this insurance cover loss damage or expense caused by,

6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

6.2 capture seizure arrest restraint or detainment, and the consequences thereof or any attempt thereat

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6.3 derelict mines torpedoes bombs or other derelict weapons of war.

7. In no case shall this insurance cover loss damage or expense

7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions

7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions

7.3 caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted

7.4 caused by any person acting from a political, ideological or religious motive.

DURATION

Transit Clause

8. 8.1 Subject to Clause 11 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either

8.1.1 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance,

8.1.2 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or

8.1.3 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or

8.1.4 on the expiry of 60 days after completion of discharge overside of the subject-matter insured from the oversea vessel at the final port of discharge, whichever shall first occur.

8.2 If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 8.1.1 to 8.1.4, shall not extend beyond the time the subject-matter insured is first moved for the purpose of the commencement of transit to such other destination.

8.3 This insurance shall remain in force (subject to termination as provided for in Clauses 8.1.1 to 8.1.4 above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

Termination of Contract of Carriage

9. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise

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terminated before unloading of the subject-matter insured as provided for in Clause 8 above, then this insurance shall also terminate *unless prompt notice is given to the Insurers and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by the Insurers*, either

9.1 until the subject-matter insured is sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the subject-matter insured at such port or place, whichever shall first occur, or

9.2 if the subject-matter insured is forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 8 above.

Change of Voyage

10.

10.1 Where, after attachment of this insurance, the destination is changed by the Assured, *this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.*

10.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 8.1), but, without the knowledge of the Assured or their employees the ship sails for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

CLAIMS

Insurable Interest

11. 11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject- matter insured at the time of the loss.

11.2 Subject to Clause 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

Forwarding Charges

12. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter insured is covered under this insurance, the Insurers will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter insured to the destination to which it is insured.

This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their employees.

Constructive Total Loss

13. No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter insured to the destination to which it is insured would exceed its value on arrival.

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Increased Value

14. 14.1 If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

14.2 **Where this insurance is on Increased Value the following clause shall apply:**

The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

15. This insurance,

15.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,

15.2 shall not extend to or otherwise benefit the carrier or other bailee.

MINIMISING LOSSES

Duty of Assured

16. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder

16.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and

16.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

Waiver

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

AVOIDANCE OF DELAY

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

LAW AND PRACTICE

19. This insurance is subject to English law and practice.

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NOTE: - Where a continuation of cover is requested under Clause 9, or a change of destination is notified under Clause 10, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.

INSTITUTE CARGO CLAUSES (C)
CL 384 1/1/09

RISKS COVERED

Risks

1. This insurance covers, except as excluded by the provisions of Clauses 4, 5, 6 and 7 below,

1.1 loss of or damage to the subject-matter insured reasonably attributable to
- 1.1.1 fire or explosion
- 1.1.2 vessel or craft being stranded grounded sunk or capsized
- 1.1.3 overturning or derailment of land conveyance
- 1.1.4 collision or contact of vessel craft or conveyance with any external object other than water
- 1.1.5 discharge of cargo at a port of distress,

1.2 loss of or damage to the subject-matter insured caused by,

- 1.2.1 general average sacrifice
- 1.2.2 jettison.

General Average

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of carriage and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4**,** 5, 6 and 7 below.

"Both to Blame Collision Clause"

3. This insurance indemnifies the Assured, in respect of any risk insured herein, against liability incurred under any Both to Blame Collision Clause in the contract of carriage. In the event of any claim by carriers under the said Clause, the Assured agree to notify the Insurers who shall have the right, at their own cost and expense, to defend the Assured against such claim.

EXCLUSIONS

4. In no case shall this insurance cover,

4.1 loss damage or expense attributable to wilful misconduct of the Assured

4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured

4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)

4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured

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4.5 loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)

4.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage

This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract

4.7 deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons

4.8 loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

5.

5.1 In no case shall this insurance cover loss damage or expense arising from,

5.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein

5.1.2 unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.

5.2 Exclusion 5.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.

5.3 The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

6. In no case shall this insurance cover loss damage or expense caused by,

6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

6.2 capture seizure arrest restraint or detainment, and the consequences thereof or any attempt thereat

6.3 derelict mines torpedoes bombs or other derelict weapons of war.

7. In no case shall this insurance cover loss damage or expense,

7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions

7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions

7.3 caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted

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7.4 caused by any person acting from a political, ideological or religious motive.

DURATION

Transit Clause

8.

8.1 Subject to Clause 11 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either

8.1.1 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance,

8.1.2 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or

8.1.3 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or

8.1.4 on the expiry of 60 days after completion of discharge overside of the subject-matter insured from the oversea vessel at the final port of discharge, whichever shall first occur.

8.2 If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 8.1.1 to 8.1.4, shall not extend beyond the time the subject-matter insured is first moved for the purpose of the commencement of transit to such other destination.

8.3 This insurance shall remain in force (subject to termination as provided for in Clauses 8.1.1 to 8.1.4 above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

Termination of Contract of Carriage

9. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before unloading of the subject-matter insured as provided for in Clause 8 above, then this insurance shall also terminate *unless prompt notice is given to the Insurers and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by the Insurers*, either

9.1 until the subject-matter insured is sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the subject-matter insured at such port or place, whichever shall first occur,
or
9.2 if the subject-matter insured is forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 8 above.

Change of Voyage

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10.

10.1 Where, after attachment of this insurance, the destination is changed by the Assured, *this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.*

10.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 8.1), but, without the knowledge of the Assured or their employees the ship sails for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

CLAIMS

Insurable Interest

11.

11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject matter insured at the time of the loss.

11.2 Subject to Clause 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

Forwarding Charges

12. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter insured is covered under this insurance, the Insurers will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter insured to the destination to which it is insured.

This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their employees.

Constructive Total Loss

13. No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter insured to the destination to which it is insured would exceed its value on arrival.

Increased Value

14.

14.1 If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

14.2 **Where this insurance is on Increased Value the following clause shall apply:**

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The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

15. This insurance

15.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,

15.2 shall not extend to or otherwise benefit the carrier or other bailee.

MINIMISING LOSSES

Duty of Assured

16. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder

16.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss,

And

16.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

Waiver

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

AVOIDANCE OF DELAY

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

LAW AND PRACTICE

19. This insurance is subject to English law and practice.

NOTE: - Where a continuation of cover is requested under Clause 9, or a change of destination is notified under Clause 10, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.

INSTITUTE WAR CLAUSES (CARGO)
CL 385 1/1/09

RISKS COVERED

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Risks

1. This insurance covers, except as excluded by the provisions of Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by

1.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

1.2 capture seizure arrest restraint or detainment, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat

1.3 derelict mines torpedoes bombs or other derelict weapons of war.

General Average

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of carriage and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these Clauses.

EXCLUSIONS

3. In no case shall this insurance cover

3.1 loss damage or expense attributable to wilful misconduct of the Assured

3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured

3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)

3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured

3.5 loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)

3.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage

This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract

3.7 any claim based upon loss of or frustration of the voyage or adventure

3.8 loss damage or expense directly or indirectly caused by or arising from any hostile use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

4.

4.1 In no case shall this insurance cover loss damage or expense arising from

4.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein

4.1.2 unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.

4.2 Exclusion 4.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter

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insured in good faith under a binding contract.

4.3 The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

DURATION

Transit Clause

5.

5.1 This insurance

5.1.1 attaches only as the subject-matter insured and as to any part as that part is loaded on an oversea vessel

and

5.1.2 terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that part is discharged from an oversea vessel at the final port or place of discharge, or on expiry of 15 days counting from midnight of the day of arrival of the vessel at the final port or place of discharge, whichever shall first occur;
nevertheless,
subject to prompt notice to the Insurers and to an additional premium, such insurance

5.1.3 reattaches when, without having discharged the subject-matter insured at the final port or place of discharge, the vessel sails therefrom, and

5.1.4 terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that part is thereafter discharged from the vessel at the final (or substituted) port or place of discharge, or on expiry of 15 days counting from midnight of the day of re-arrival of the vessel at the final port or place of discharge or arrival of the vessel at a substituted port or place of discharge,
whichever shall first occur.

5.2 If during the insured voyage the oversea vessel arrives at an intermediate port or place to discharge the subject-matter insured for on-carriage by oversea vessel or by aircraft, or the subject-matter insured is discharged from the vessel at a port or place of refuge, then, subject to 5.3 below and to an additional premium if required, this insurance continues until the expiry of 15 days counting from midnight of the day of arrival of the vessel at such port or place, but thereafter reattaches as the subject-matter insured and as to any part as that part is loaded on an on-carrying oversea vessel or aircraft. During the period of 15 days the insurance remains in force after discharge only whilst the subject-matter insured and as to any part as that part is at such port or place. If the subject-matter insured is on- carried within the said period of 15 days or if the insurance reattaches as provided in this Clause 5.2

5.2.1 where the on-carriage is by oversea vessel this insurance continues subject to the terms of these Clauses, or

5.2.2 where the on-carriage is by aircraft, the current Institute War Clauses (Air Cargo) (excluding sendings by Post) shall be deemed to form part of the contract of insurance and shall apply to the on-carriage by air.

5.3 If the voyage in the contract of carriage is terminated at a port or place other than the destination agreed therein, such port or place shall be deemed the final port of discharge and this insurance terminates in accordance with 5.1.2. If the subject-matter insured is subsequently reshipped to the original or any other destination, then *provided notice is given to the Insurers before the commencement of such further transit and subject to an additional premium,* this insurance reattaches

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5.3.1 in the case of the subject-matter insured having been discharged, as the subject-matter insured and as to any part as that part is loaded on the on-carrying vessel for the voyage;

5.3.2 in the case of the subject-matter not having been discharged, when the vessel sails from such deemed final port of discharge;

thereafter this insurance terminates in accordance with 5.1.4.

5.4 The insurance against the risks of mines and derelict torpedoes, floating or submerged, is extended whilst the subject-matter insured or any part thereof is on craft whilst in transit to or from the oversea vessel, but in no case beyond the expiry of 60 days after discharge from the oversea vessel unless otherwise specially agreed by the Insurers.

5.5 *Subject to prompt notice to Insurers, and to an additional premium if required,* this insurance shall remain in force within the provisions of these Clauses during any deviation, or any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

(For the purpose of Clause 5
"arrival" shall be deemed to mean that the vessel is anchored, moored or otherwise secured at a berth or place within the Harbour Authority area. If such a berth or place is not available, arrival is deemed to have occurred when the vessel first anchors, moors or otherwise secures either at or off the intended port or place of discharge
"oversea vessel" shall be deemed to mean a vessel carrying the subject-matter from one port or place to another where such voyage involves a sea passage by that vessel)

Change of Voyage

6. 6.1 Where, after attachment of this insurance, the destination is changed by the Assured, *this must be notified promptly t o Insurers f or rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rat e on reasonable market terms.*

6.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 5.1), but, without the knowledge of the Assured or their employees the ship sails for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

7. Anything contained in this contract which is inconsistent with Clauses 3. 7, 3. 8 or 5 shall, to the extent of such inconsistency, be null and void.

CLAIMS

Insurable Interest

8. 8.1 In order to recover under this insurance the Assured must have an insurable interest in the subject- matter insured at the time of the loss.

8.2 Subject to Clause 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

Increased Value

9. 9.1 If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances

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covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.
In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

9.2 **Where this insurance is on Increased Value the following clause shall apply:**
The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.
In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

10. This insurance

10.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,
10.2 shall not extend to or otherwise benefit the carrier or other bailee.

MINIMISING LOSSES

Duty of Assured

11. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder

11.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and
11.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

Waiver

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

AVOIDANCE OF DELAY

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

LAW AND PRACTICE

14. This insurance is subject to English law and practice.

NOTE: - Where a reattachment of cover is requested under Clause 5, or a change of destination is notified under Clause 6, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.

INSTITUTE STRIKES CLAUSES (CARGO)
CL 386 1/1/09

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RISKS COVERED

Risks

1. This insurance covers, except as excluded by the provisions of Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by

1.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions

1.2 any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted

1.3 any person acting from a political, ideological or religious motive.

General Average

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of carriage and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these Clauses.

EXCLUSIONS

3. In no case shall this insurance cover

3.1 loss damage or expense attributable to wilful misconduct of the Assured

3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured

3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject- matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)

3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured

3.5 loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)

3.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage

This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract

3.7 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion

3.8 any claim based upon loss of or frustration of the voyage or adventure

3.9 loss damage or expense directly or indirectly caused by or arising from the use of any

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weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

3.10 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.

4.

4.1 In no case shall this insurance cover loss damage or expense arising from

4.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein

4.1.2 unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.

4.2 Exclusion 4.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.

4.3 The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

DURATION

Transit Clause

5.

5.1 Subject to Clause 8 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either

5.1.1 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance,

5.1.2 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or

5.1.3 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or

5.1.4 on the expiry of 60 days after completion of discharge overside of the subject-matter insured from the oversea vessel at the final port of discharge,

whichever shall first occur.

5.2 If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 5.1.1 to 5.1.4, shall not extend beyond the time the subject-matter insured is first moved for the purpose of the commencement of transit to such other destination.

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5.3 This insurance shall remain in force (subject to termination as provided for in Clauses 5.1.1 to 5.1.4 above and to the provisions of Clause 6 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

Termination of Contract of Carriage

6. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before unloading of the subject-matter insured as provided for in Clause 5 above, then this insurance shall also terminate *unless prompt notice i s given to the Insurers and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by the Insurers,* either

6.1 until the subject-matter insured is sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the subject-matter insured at such port or place, whichever shall first occur,

or

6.2 if the subject-matter insured is forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 5 above.

Change of Voyage

7.

7.1 Where, after attachment of this insurance, the destination is changed by the Assured, *this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.*

Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 5.1), but, without the knowledge of the Assured or their employees the ship sails for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

CLAIMS

8. Insurable Interest

8.1 In order to recover under this insurance the Assured must have an insurable interest in the subject- matter insured at the time of the loss.

8.2 Subject to Clause 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

9. Increased Value

9.1 If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

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In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

9.2 **Where this insurance is on Increased Value the following clause shall apply:**

The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

10. This insurance

10.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,

10.2 shall not extend to or otherwise benefit the carrier or other bailee.

MINIMISING LOSSES

Duty of Assured

11. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder

11.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and

11.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised

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

Waiver

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

AVOIDANCE OF DELAY

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

LAW AND PRACTICE

14. This insurance is subject to English law and practice.

NOTE: - Where a continuation of cover is requested under Clause 6, or a change of destination is notified under Clause 7, there i s an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.

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INSTITUTE CARGO CLAUSES (AIR)
(excluding sendings by Post)
CL 387 1/1/09

RISKS COVERED

Risks

1. This insurance covers all risks of loss of or damage to the subject-matter insured except as excluded by the provisions of Clauses 3, 4 and 5 below.

Salvage Charges

2. This insurance covers salvage charges incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 3, 4 and 5 below.

EXCLUSIONS

3. In no case shall this insurance cover

   3.1 loss damage or expense attributable to wilful misconduct of the Assured
   3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
   3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject- matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
   3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
   3.5 loss damage or expense arising from unfitness of aircraft conveyance or container for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading. This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
   3.6 loss damage or expense caused by delay, even though the delay be caused by a risk insured against
   3.7 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the aircraft where, at the time of loading of the subject-matter insured on board the aircraft, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the transit
   This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract
   3.8 loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

4. In no case shall this insurance cover loss damage or expense caused by

   4.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
   4.2 capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat
   4.3 derelict mines torpedoes bombs or other derelict weapons of war.

5. In no case shall this insurance cover loss damage or expense

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5.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
5.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
5.3 caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
5.4 caused by any person acting from a political, ideological or religious motive.

DURATION

Transit Clause

6.

6.1 Subject to Clause 9 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse, premises or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either

6.1.1 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse, premises or place of storage at the destination named in the contract of insurance,

6.1.2 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse, premises or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or

6.1.3 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or

6.1.4 on the expiry of 30 days after completion of unloading of the subject-matter insured from the aircraft at the final place of discharge,

whichever shall first occur.

6.2 If, after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 6.1.1 to 6.1.4, shall not extend beyond the time the subject-matter insured is first moved for the purpose of the commencement of transit to such other destination.

6.3 This insurance shall remain in force (subject to termination as provided for in Clauses 6.1.1 to 6.1.4 above and to the provisions of Clause 7 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to the air carriers under the contract of carriage.

Termination of Contract of Carriage

7. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a place other than the destination named therein or the transit is otherwise terminated before unloading of the subject-matter insured as provided for in Clause 6 above, then this insurance shall also terminate *unless prompt notice is given to the Insurers and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by the Insurers*, either

7.1 until the subject-matter insured is sold and delivered at such place, or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the subject-matter insured at such place, whichever shall first occur,

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or

7.2 if the subject-matter insured is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 6 above.

Change of Transit

8. 8.1 Where, after attachment of this insurance, the destination is changed by the Assured, *this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.*

8.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 6.1), but, without the knowledge of the Assured or their employees the aircraft leaves for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

CLAIMS

Insurable Interest

9. 9.1 In order to recover under this insurance the Assured must have an insurable interest in the subject- matter insured at the time of the loss.

9.2 Subject to Clause 9.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

Forwarding Charges

10. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a place other than that to which the subject-matter insured is covered under this insurance, the Insurers will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter insured to the destination to which it is insured.
This Clause 10, which does not apply to salvage charges, shall be subject to the exclusions contained in Clauses 3, 4 and 5 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their employees.

Constructive Total Loss

11. No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter insured to the destination to which it is insured would exceed its value on arrival.

Increased Value

12. 12.1 If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.
In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

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12.2 **Where this insurance is on Increased Value the following clause shall apply:**

The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

13. This insurance
13.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,
13.2 shall not extend to or otherwise benefit the carrier or other bailee.

MINIMISING LOSSES

Duty of Assured

14. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder
14.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and
14.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

Waiver

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

AVOIDANCE OF DELAY

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

LAW AND PRACTICE

17. This insurance is subject to English law and practice.

NOTE: - Where a continuation of cover is requested under Clause 7, or a change of destination is notified under Clause 8, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.

INSTITUTE W AR CLAUSES (AIR CARGO)
(excluding sendings by Post)
CL 388 1/1/09

RISKS COVERED

Risks

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1. This insurance covers, except as excluded by the provisions of Clause 3 below, loss of or damage to the subject-matter insured caused by

1.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
1.2 capture seizure arrest restraint or detainment, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat
1.3 derelict mines torpedoes bombs or other derelict weapons of war.

Salvage Charges

2. This insurance covers salvage charges, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clause 3 below.

EXCLUSIONS

3. In no case shall this insurance cover

3.1 loss damage or expense attributable to wilful misconduct of the Assured
3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
3.5 loss damage or expense arising from unfitness of aircraft conveyance or container for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.
This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
3.6 loss damage or expense caused by delay, even though the delay be caused by a risk insured against
3.7 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the aircraft where, at the time of loading of the subject-matter insured on board the aircraft, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the transit
This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract
3.8 any claim based upon loss of or frustration of the transit or adventure
3.9 loss damage or expense directly or indirectly caused by or arising from any hostile use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

DURATION

Transit Clause

4.

4.1 This insurance
4.1.1 attaches only as the subject-matter insured and as to any part as that part is loaded on the aircraft for the commencement of the air transit insured

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And
4.1.2 terminates, subject to 4.2 and 4.3 below, either as the subject-matter insured and as to any part as that part is discharged from the aircraft at the final place of discharge
or
on expiry of 15 days counting from midnight of the day of arrival of the aircraft at the final place of discharge,
whichever shall first occur; nevertheless,
subject to prompt notice to the Insurers and to an additional premium, such insurance
4.1.3 reattaches when, without having discharged the subject-matter insured at the final place of discharge, the aircraft departs therefrom, and
4.1.4 terminates, subject to 4.2 and 4.3 below, either as the subject-matter insured and as to any part as that part is thereafter discharged from the aircraft at the final (or substituted) place of discharge,
Or
on expiry of 15 days counting from midnight of the day of re-arrival of the aircraft at the final place of discharge or arrival of the aircraft at a substituted place of discharge, whichever shall first occur.

4.2 If during the insured transit the aircraft arrives at an intermediate place to discharge the subject- matter insured for on-carriage by aircraft or oversea vessel, then, subject to 4.3 below and to an additional premium if required, this insurance continues until the expiry of 15 days counting from midnight of the day of arrival of the aircraft at such place, but thereafter reattaches as the subject-matter insured and as to any part as that part is loaded on an on-carrying aircraft or oversea vessel. During the period of 15 days the insurance remains in force after discharge only whilst the subject-matter insured and as to any part as that part is at such intermediate place. If the subject-matter insured is on-carried within the said period of 15 days or if the insurance reattaches as provided in this Clause 4.2

4.2.1 where the on-carriage is by aircraft this insurance continues subject to the terms of these Clauses, or
4.2.2 where the on-carriage is by oversea vessel, the current Institute War Clauses (Cargo) shall be deemed to form part of the contract of insurance and shall apply to the on- carriage by sea.

4.3 If the air transit in the contract of carriage is terminated at a place other than the destination agreed therein, that place shall be deemed to be the final place of discharge and this insurance terminates in accordance with 4.1.2. If the subject-matter insured is subsequently consigned to the original or any other destination, then, *provided notice is given to the Insurers before the commencement of such further transit and subject to an additional premium,* this insurance reattaches

4.3.1 in the case of the subject-matter insured having been discharged, as the subject-matter insured and as to any part as that part is loaded on the on-carrying aircraft for the transit;

4.3.2 in the case of the subject-matter insured not having been discharged, when the aircraft departs from such deemed final place of discharge;

thereafter this insurance terminates in accordance with 4.1.4.

4.4 *Subject to prompt notice to Insurers, and to an additional premium if required,* this insurance shall remain in force within the provisions of these Clauses during any deviation, or any variation of the adventure arising from the exercise of a liberty granted to the air carriers under the contract of carriage.

(For the purpose of Clause 4 "oversea vessel" shall be deemed to mean a vessel carrying the subject-matter from one port or place to another where such voyage involves a sea passage by that vessel)

Change of Transit

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5.

5.1 Where, after attachment of this insurance, the destination is changed by the Assured, *this must be* notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.

5.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 4.1), but, without the knowledge of the Assured or their employees the aircraft leaves for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

6. Anything contained in this contract which is inconsistent with Clauses 3.8, 3.9 or 4 shall, to the extent of such inconsistency, be null and void.

CLAIMS

Insurable Interest Clause

7. 7.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.

7.2 Subject to Clause 7.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

Increased Value

8. 8.1 If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured. In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

8.2 **Where this insurance is on Increased Value the following clause shall apply:**

The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

9. This insurance

9.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,

9.2 shall not extend to or otherwise benefit the carrier or other bailee.

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MINIMISING LOSSES

Duty of Assured Clause

10. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder

10.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and

10.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised

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

Waiver

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

AVOIDANCE OF DELAY

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

LAW AND PRACTICE

13. This insurance is subject to English law and practice.

NOTE:- Where a reattachment of cover is requested under Clause 4, or a change of destination is notified under Clause 5, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.

INSTITUTE STRIKES CLAUSES (AIR CARGO)
CL 389 1/1/09

RISKS COVERED

Risks

1. This insurance covers, except as excluded by the provisions of Clause 3 below, loss of or damage to the subject-matter insured caused by

1.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
1.2 any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
1.3 any person acting from a political, ideological or religious motive.

Salvage Charges

2. This insurance covers salvage charges incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clause 3 below.

EXCLUSIONS

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3. In no case shall this insurance cover

3.1 loss damage or expense attributable to wilful misconduct of the Assured
3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
3.5 loss damage or expense arising from unfitness of aircraft conveyance or container for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading. This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject- matter insured in good faith under a binding contract.
3.6 loss damage or expense caused by delay, even though the delay be caused by a risk insured against
3.7 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the aircraft where, at the time of loading of the subject-matter insured on board the aircraft, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the transit
This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract

3.8 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion
3.9 any claim based upon loss of or frustration of the transit or adventure
3.10 loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
3.11 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.

DURATION

Transit Clause

4.
4.1 Subject to Clause 7 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse, premises or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates
either
4.1.1 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse, premises or place of storage at the destination named in the contract of insurance,
4.1.2 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse, premises or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to

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use either for storage other than in the ordinary course of transit or for allocation or distribution, or

4.1.3 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or

4.1.4 on the expiry of 30 days after completion of unloading of the subject-matter insured from the aircraft at the final place of discharge,

whichever shall first occur.

4.2 If, after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 4.1.1 to 4.1.4, shall not extend beyond the time the subject-matter insured is first moved for the purpose of the commencement of transit to such other destination.

4.3 This insurance shall remain in force (subject to termination as provided for in Clauses 4.1.1 to 4.1.4 above and to the provisions of Clause 5 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to the air carriers under the contract of carriage.

Termination of Contract of Carriage

5. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a place other than the destination named therein or the transit is otherwise terminated before unloading of the subject- matter insured as provided for in Clause 4 above, then this insurance shall also terminate *unless prompt notice is given to the Insurers and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by the Insurers*, either

5.1 until the subject-matter insured is sold and delivered at such place, or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the subject-matter insured at such place, whichever shall first occur,

or

5.2 if the subject-matter insured is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 4 above.

Change of Transit

6. 6.1 Where, after attachment of this insurance, the destination is changed by the Assured, *this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.*

6.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 4.1), but, without the knowledge of the Assured or their employees the aircraft leaves for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

CLAIMS

Insurable Interest

7. 7.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.

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7.2 Subject to Clause 7.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

Increased Value

8. 8.1 If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

8.2 **Where this insurance is on Increased Value the following clause shall apply:**

The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.
In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

9. This insurance

9.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,
9.2 shall not extend to or otherwise benefit the carrier or other bailee.

MINIMISING LOSSES

Duty of Assured

10. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder

6.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and
6.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

Waiver

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

AVOIDANCE OF DELAY

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

LAW AND PRACTICE

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13. This insurance is subject to English law and practice.

NOTE: - Where a continuation of cover is requested under Clause 5, or a change of destination is notified under Clause 6, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.

INSTITUTE WAR CLAUSES (Sendings by Post)
CL 390 1/3/09

RISKS COVERED

Risks Clause

1. This insurance covers, except as excluded by the provisions of Clause 3 below, loss of or damage to the subject-matter insured caused by

    1.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
    1.2 capture seizure arrest restraint or detainment, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat
    1.3 derelict mines torpedoes bombs or other derelict weapons of war.

General Average

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of carriage and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these Clauses.

EXCLUSIONS

General Exclusions Clause

3. In no case shall this insurance cover

    3.1 loss damage or expense attributable to wilful misconduct of the Assured
    3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
    3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
    3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
    3.5 loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
    3.6 any claim based upon loss of or frustration of the voyage or adventure
    3.7 loss damage or expense directly or indirectly caused by or arising from any hostile use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

DURATION

Transit Clause

4. 4.1 This insurance attaches only as the subject-matter insured and as to any part as that part is first moved in the premises of the senders at the place named in the contract of insurance for the immediate commencement of the transit and continues, but with the exclusion of any period during which the subject-matter insured is in packers' premises, until the subject-

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matter insured and as to any part as that part is delivered to the address on the postal package(s) when this insurance shall terminate.

5. Anything contained in this contract which is inconsistent with Clauses 3.6, 3.7 or 4 shall, to the extent of such inconsistency, be null and void.

CLAIMS

Insurable Interest Clause

6.

6.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.

6.2 Subject to Clause 6.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

BENEFIT OF INSURANCE

7. This insurance shall not extend to or otherwise benefit the carrier or other bailee.

MINIMISING LOSSES

Duty of Assured Clause

8. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder

8.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and
8.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

Waiver Clause

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

AVOIDANCE OF DELAY

Reasonable Despatch Clause

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

LAW AND PRACTICE

English Law and Practice Clause

11. This insurance is subject to English law and practice.

CARGO TERMINATION OF TRANSIT CLAUSE (TERRORISM)

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JC 2001/56

This Clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

1. Notwithstanding any provision to the contrary in this Policy or the Clauses referred to therein, it is agreed that in so far as this Policy covers loss of or damage to the subject matter insured caused by any terrorist or any person acting from a political motive, such cover is conditional upon the subject matter insured being in the ordinary course of transit and, in any event, shall terminate either:
   1.1 As per the transit clauses contained within the Policy. OR
   1.2 On delivery to the Consignee's or other final warehouse or place of storage at the destination named herein,
   1.3 On delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either for storage other than in the ordinary course of transit or for allocation of distribution,
   OR
   1.4 In the respect of marine transits, on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the overseas vessel at the final port of discharge.
   1.5 In respect of air transits, on the expiry of 30 days after unloading the subject matter insured from the aircraft at the final place of discharge.

Whichever shall first occur

2. If this policy or the Clauses referred to therein specifically provide cover for inland or other further transits following on from storage, cover will reattach, and continues during the ordinary course of that transit terminating again in accordance with clause 1.

TERMINATION OF TRANSIT CLAUSE (TERRORISM) 2009

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

1 Notwithstanding any provision to the contrary contained in the contract of insurance or the Clauses referred to therein, it is agreed that in so far as the contract of insurance covers loss of or damage to the subject-matter insured caused by

any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted or

any person acting from a political, ideological or religious motive,

such cover is conditional upon the subject-matter insured being in the ordinary course of transit and, in any event, **SHALL TERMINATE**:

either

1.1 as per the transit clauses contained within the contract of insurance,

or

1.2 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance,

1.3 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or

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distribution, or

1.4 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit,

or

1.5 in respect of marine transits, on the expiry of 60 days after completion of discharge overside of the subject-matter insured from the oversea vessel at the final port of discharge,

1.6 in respect of air transits, on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge,

whichever shall first occur.

2 If the contract of insurance or the Clauses referred to therein specifically provide cover for inland or other further transits following on from storage, or termination as provided for above, cover will re-attach, and continues during the ordinary course of that transit terminating again in accordance with clause 1.

JC2009/056 01/01/2009

CARGO ISM FORWARDING CHARGES CLAUSE (JC 98/023)
(For use only with JCC Cargo ISM Endorsement JC98/019)

In consideration of an additional premium to be agreed, this insurance is extended to reimburse the Assured, up to the limit of the Sum Insured for the voyage, for any extra charges properly and reasonably incurred in unloading, storing and forwarding the subject matter to the destination to which it is insured hereunder following release of cargo from a vessel arrested or detained at/ or diverted to any other port or place (other than the intended port of destination) where the voyage is terminated due to either:

i) such vessel not being certified in accordance with the ISM Code or
ii) a current Document of Compliance not being held by her owners or operators as required under the SOLAS Convention 1974 as amended.

This clause, which does not apply to General Average or Salvage or Salvage Charges, is subject to all other terms, conditions in the policy and to JCC Cargo ISM Endorsement JC98/019.

CARGO ISM ENDORSEMENT (JC98/019)

Applicable to shipments on board Ro-Ro passenger ferries. Applicable with effect from 1st July 1998 to shipments on board:
1) passenger vessels transporting more than 12 passengers and
2) oil tankers, chemical tankers, gas carriers, bulk carriers and cargo high speed craft of 500 Gt. or more.

Applicable with effect from 1st July 2002 to shipments on board all other cargo ships and mobile offshore drilling units of 500 Gt or more.

In no case shall this Insurance cover loss, damage or expense where the subject matter insured is carried by a vessel that is not ISM Code certified or whose owners or operators do not hold an ISM Code Document of Compliance when, at time of loading of the subject matter insured on board the vessel, the Assured were aware or in the ordinary course of business should have been aware either:-

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i) that such vessel was not certified in accordance with the ISM Code. or
ii) that a current Document of Compliance was not held by her owners or operators as required under the SOLAS Convention 1974 as amended.

The exclusion shall not apply where this Insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject matter Insured in good faith under a binding contract.

INLAND TRANSIT (RAIL OR ROAD) - CLAUSE A (All Risks)

RISKS COVERED

Risks Clause

1. This insurance covers all risks of loss of or damage to the subject matter insured except as provided in Clauses 2, 3 and 4 below.

EXCLUSIONS

General Exclusions Clause
2. In no case shall this insurance cover,

2.1 loss, damage or expense attributable to wilful misconduct of the assured

2.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured

2.3 loss damage or expense caused by the insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this clause 2.3 “Packing” 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 Assured or their servants)

2.4 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against

2.5 loss damage or expense caused by inherent vice or nature of the subject-matter insured.

War Exclusion Clause

3. In no case shall this insurance cover loss damage or expense caused by,

3.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

3.2 capture seizure arrest restraint or detainment and the consequences thereof or any attempt thereat

3.3 derelict mines bombs or other derelict weapons of war.

Strikes Exclusion Clause

4. In no case shall this insurance cover loss damage of expense,

4.1 caused by strikers, locked-out workmen or persons taking part in labour disturbance, riots or civil commotions

4.2 resulting from strikes lock-outs, labour disturbances, riots or civil commotions

4.3 caused by any terrorist or any person acting from a political motive.

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DURATION

Transit Clause

5. This insurance attaches from the time the goods leave the warehouse and/or the store at the place named in the policy for the commencement of transit and continues during the ordinary course of transit including customary transhipment, if any

(i) until delivery to the final warehouse at the destination named in the policy, or
(ii) in respect of transits by Rail only or Rail and Road, until expiry of 7 days after arrival of the railway wagon at the final destination railway station, or
(iii) in respect of transits by Road only until expiry of 7 days after arrival of the vehicle at the destination town named in the policy

whichever shall first occur.

N.B.
1. The period of 7 days referred to above shall be reckoned from the midnight of the day of arrival of railway wagon at the destination railway station or vehicle at the destination town named in the policy.
2. Transit by Rail only shall include incidental transit by Road performed by Railway Authorities to or from Railway Out-Agency.

CLAIMS

Insurable Interest Clause

6. 6.1 In order to recover under this Insurance the Assured must have an Insurable interest in the Subject matter insured at the time of the loss.

   6.2 Subject to 6.1 above, the insured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded unless the Assured were aware of the loss and Underwriters were not.

BENEFIT OF INSURANCE

Not to Inure Clause

7. This insurance shall not inure to the benefit of the Carrier or other bailee.

MINIMISING LOSSES

Duty of the Assured Clause

8. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder.

8.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and

8.2 to ensure that all right against carriers, bailees or other third parties are properly preserved and exercised by lodging a monetary claim against railway/ road carriers/ bailees within six months from the date of railway/ lorry receipt or as prescribed by the relevant statute 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.

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Waiver Clause

9. 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 of abandonment or otherwise prejudice the right of either party.

AVOIDANCE OF DELAY

Reasonable Despatch clause

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

LAW AND PRACTICE

Indian Law and Practice clause

11. This insurance is subject to Indian law and practice.

INLAND TRANSIT (RAIL OR ROAD) - CLAUSE B (Basic Cover)

RISKS COVERED

Risks Clause

1. This insurance covers, except as provided in Clauses 2, 3 and 4 below, the risks of physical loss or damage to the insured goods caused by,

(a) (i) fire
(ii) lightning
(iii) breakage of bridges

(b) (i) collision with or by the carrying vehicle
(ii) overturning of the carrying vehicle
(iii) derailment or accidents of like nature to the carrying railway wagon/ vehicle.

EXCLUSIONS

General Exclusions Clause

2. In no case shall this insurance cover,
2.1 loss, damage or expense attributable to wilful misconduct of the assured
2.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
2.3 loss damage or expense caused by the insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this clause 2.3 “Packing” 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 Assured or their servants)
2.4 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against
2.5 loss damage or expense caused by inherent vice or nature of the subject-matter insured.

War Exclusion Clause

3. In no case shall this insurance cover loss damage or expense caused by,
3.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
3.2 capture seizure arrest restraint or detainment and the consequences thereof or any attempt thereat
3.3 derelict mines bombs or other derelict weapons of war

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Strike Exclusion Clause

4. In no case shall this insurance cover loss damage of expense
4.1 caused by strikers, locked-out workmen or persons taking part in labour disturbance, riots or civil commotions
4.2 resulting from strikes lock-outs, labour disturbances, riots or civil commotions
4.3 caused by any terrorist or any person acting from a political motive.
4.4 deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons

DURATION

Transit Clause

5. This insurance attaches from the time the goods leave the warehouse and/or the store at the place named in the policy for the commencement of transit and continues during the ordinary course of transit including customary transhipment, if any,
   (i) until delivery to the final warehouse at the destination named in the policy, or
   (ii) in respect of transits by Rail only or Rail and Road, until expiry of 7 days after arrival of the railway wagon at the final destination railway station, or
   (iii) in respect of transits by Road only until expiry of 7 days after arrival of the vehicle at the destination town named in the policy whichever shall first occur.

N.B.

1. The period of 7 days referred to above shall be reckoned from the midnight of the day of arrival of railway wagon at the destination railway station or vehicle at the destination town named in the policy.
2. Transit by Rail only shall include incidental transit by Road performed by Railway Authorities to or from Railway Out- Agency.

CLAIMS

6. Insurable Interest Clause

6.1 In order to recover under this Insurance the Assured must have an Insurable interest in the Subject matter insured at the time of the loss.
6.2 Subject to 6.1 above, the insured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded unless the Assured were aware of the loss and Underwriters were not.

BENEFIT OF INSURANCE

Not to Inure Clause

7. This insurance shall not inure to the benefit of the Carrier or other bailee.

MINIMISING LOSSES

Duty of the Assured Clause

8. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder.

8.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and
8.2 to ensure that all right against carriers, bailees or other third parties are properly preserved and exercised by lodging a monetary claim against railway/ road carriers/ bailees within six months from the date of railway/ lorry receipt or as prescribed by the relevant statute 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.

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Waiver clause

9. 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 of abandonment or otherwise prejudice the right of either party.

AVOIDANCE OF DELAY

Reasonable Despatch clause

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

LAW AND PRACTICE

Indian Law and Practice clause

11. This insurance is subject to Indian law and practice.

INLAND TRANSIT (RAIL OR ROAD) - CLAUSE C (Fire Risks Only)

RISKS COVERED

Risks Clause

1. This insurance covers, except as provided in Clause 2, 3 & 4 below, loss or damage to the subject matter insured caused by,

(a) Fire
(b) Lightning

EXCLUSIONS

General Exclusion Clause

2. In no case shall this insurance cover,

2.1 loss, damage or expense attributable to willful misconduct of the assured

2.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured

2.3 loss damage or expense caused by the insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this clause 2.3 “Packing” shall be deemed to include stowage in a container or lift van but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)

2.4 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against

2.5 loss damage or expense caused by inherent vice or nature of the subject-matter insured.

War Exclusion Clause

3. In no case shall this insurance cover loss damage or expense caused by,

3.1 war civil war revolution rebellion insurrection, or civil strife arising there from, or any hostile act by or against a belligerent Power

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3.2 capture seizure arrest restraint or detainment and the consequences thereof or any attempt thereat

3.3 derelict mines bombs or other derelict weapons of war.

Strike Exclusion Clause

4. In no case shall this insurance cover loss damage of expense

4.1 caused by strikers, locked-out workmen or persons taking part in labour disturbance, riots or civil commotions

4.2 resulting from strikes lock-outs, labour disturbances, riots or civil commotions

4.3 caused by any terrorist or any person acting from a political motive.

4.4 deliberate damage to or deliberate destruction of the subject matter insured or any part thereof by the wrongful act of any person or persons.

DURATION

5. This insurance attaches from the time the goods leave the warehouse and/or the store at the place named in the policy for the commencement of transit and continues during the ordinary course of transit including customary transhipment, if any,

   (i) until delivery to the final warehouse at the destination named in the policy, or
   (ii) in respect of transits by Rail only or Rail and Road, until expiry of 7 days after arrival of the railway wagon at the final destination railway station, or
   (iii) in respect of transits by Road only until expiry of 7 days after arrival of the vehicle at the destination town named in the policy whichever shall first occur.

N.B.

1. The period of 7 days referred to above shall be reckoned from the midnight of the day of arrival of railway wagon at the destination railway station or vehicle at the destination town named in the policy.
2. Transit by Rail only shall include incidental transit by Road performed by Railway Authorities to or from Railway Out-Agency.

CLAIMS

Insurable Interest Clause

6. 6.1 In order to recover under this Insurance the Assured must have an Insurable interest in the Subject matter insured at the time of the loss.

   6.2 Subject to 6.1 above, the insured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded unless the Assured were aware of the loss and Underwriters were not

BENEFIT OF INSURANCE

Not to Inure Clause

7. This insurance shall not inure to the benefit of the Carrier or other bailee.

MINIMISING LOSSES

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Duty of Assured Clause

8. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder.

8.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and

8.2 to ensure that all right against carriers, bailees or other third parties are properly preserved and exercised by lodging a monetary claim against railway/ road carriers/ bailees within six months from the date of railway/ lorry receipt or as prescribed by the relevant statute 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.

Waiver Clause

9. 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 of abandonment or otherwise prejudice the right of either party.

AVOIDANCE OF DELAY

Reasonable Despatch Clause

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

LAW AND PRACTICE

Indian Law and Practice clause

11. This insurance is subject to Indian law and practice

STRIKES, RIOTS AND CIVIL COMMOTIONS CLAUSE

(Inland transit Not in Conjunction with Ocean Going Voyage)

RISKS COVERED

1. Subject otherwise to the terms, conditions and warranties of the Policy on goods against transit risk, this insurance covers, except as provided in clause 2 below of or damage to the subject matter insured caused by
   - 1.1 strikes, Locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions.
   - 1.2 any terrorist or any person acting from a political motive.
   - 1.3 persons acting maliciously.

EXCLUSIONS

2. In no case shall this insurance cover
   - 2.1 loss damage or expense proximately caused by delay inherent vice or nature of the subject matter insured.
   - 2.2 loss damage or expense proximately caused by absence, shortage or withholding of labour of any description whatsoever during any strike, lockout, labour disturbances, riot or civil commotion
   - 2.3 any claim for expenses arising from delay or other consequential or indirect loss or damage of any kind

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2.4 loss damage or expenses caused by war, civil war, revolution, rebellion, insurrection or civil strike arising therefrom, or any hostile act by or against a belligerent power

SANCTION AND EMBARGO CLAUSE (SANCTIONS LIMITATION & EXCLUSION CLAUSE - LMA 3100)

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America

JOINT CARGO COMMITTEE TERMINATION OF TRANSIT CLAUSE (TERRORISM) AMENDED

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

1. Notwithstanding any provision to the contrary contained in this Policy or the Clauses referred to therein, it is agreed that in so far as this Policy covers loss of or damage to the subject-matter insured caused by any terrorist or any person acting from a political motive, such cover is conditional upon the subject-matter insured being in the ordinary course of transit and, in any event, SHALL TERMINATE:

Either

1.1 As per the transit clauses contained within the Policy,

Or

1.2 on delivery to the Consignee's or other final warehouse or place of storage at the destination named herein,

1.3 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either for storage other than in the ordinary course of transit or for allocation or distribution,

or

1.4 in respect of marine transits, on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge,

1.5 in respect of air transits, on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge,

whichever shall first occur.

2. If this Policy or the Clauses referred to therein specifically provide cover for inland or other further transits following on from storage, or termination as provided for above, cover will re-attach, and continues during the ordinary course of that transit terminating again in accordance with clause 1.

JOINT EXCESS LOSS COMMITTEE INFORMATION TECHNOLOGY HAZARDS CLAUSE XL 2002/03

Losses otherwise recoverable under this Contract arising, directly or indirectly, out of:
loss of, or damage to, or
a reduction or alteration in the functionality or operation of
a computer system, hardware, programme, software, data, information repository, microchip, integrated circuit or similar device in or connected with computer equipment or non-computer equipment, whether the property of the policyholder of the reinsured or not,
shall not be aggregated.
If such losses are caused directly by one or more of the following physical perils, namely
theft of equipment, collision, sinking, grounding or stranding of carrying vessel, overturning or derailment of land conveyance, jettison or washing overboard, fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow,
then this clause shall not prevent the aggregation of losses if otherwise permitted under the terms of this Contract if they are caused by any such peril(s).

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PROCESS CLAUSE

No claims to attach hereto for damage to property hereby insured which may be sustained whilst the same is in use and/or whilst being worked upon and directly resulting thereon.

1. Electronic Transfer, unless resulting in a physical loss or damage;
2. Stock and/or goods at retail premises other than that covered under Jewellers Block, Specie and/or Fine Arts Policies.
3. Political Risk, Financial Guarantee and Credit Risks.

CARGO TERMINATION OF STORAGE IN TRANSIT CLAUSE (AMENDED)

(for warehousing and or storage risks insured in the ordinary course of transit)

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

1. Notwithstanding any provision to the contrary contained in this Policy or the Clauses referred to therein, it is agreed that in so far as this Policy covers loss of or damage to the subject-matter insured whilst being warehoused and /or stored, this cover is conditional upon such warehousing and /or storage being in the ordinary course of transit and, in any event, SHALL TERMINATE EITHER:

1.1. As per the transit clauses contained within the Policy,
1.2. on delivery to the Consignee's or other final warehouse or place of storage at the destination named herein,
1.3. on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either for storage other than in the ordinary course of transit or for allocation or distribution,
1.4. In the respect of marine transits, on the expiry of 60 days (Duration Clause) plus 60 days after completion of discharge over side of the goods hereby insured from the oversea vessel at the final port of discharge,
1.5. In respect of air transits, on the expiry of 30 days (Duration Clause) plus 60 days after unloading the subject matter insured from the aircraft at the final airport of discharge,
1.6. in respect of rail/road transits, on the expiry of 7 days (Duration Clause) plus 60 days after unloading the subject matter insured at the final place of discharge, whichever shall first occur.

2. If this Policy or the Clauses referred to therein specifically provide cover for inland or other further transits following on from storage, cover will re-attach, and continues during the ordinary course of that transit terminating again in accordance with clause 1.

The cover afforded under the extended period as agreed in this endorsement shall be subject to the terms and conditions of the current London Institute Clauses excluding Terrorism.

COVID-19/COMMUNICABLE DISEASE EXCLUSION CLAUSE

1. Notwithstanding any provision to the contrary within this reinsurance Agreement, this Reinsurance Agreement does not reinsure any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism, where:

2.1 the substance or agent includes, but it is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
2.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, from or to any surface or object, solid, liquid or gas or between organisms, and

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2.3 the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.

JOINT EXCESS LOSS CYBER LOSSES CLAUSE (JX2020-007)

1. Notwithstanding any other term of this Contract save for Clause 2 below, in no case shall this Contract cover loss, damage, liability, or expense directly or indirectly caused by or contributed to by or arising from the use or operation of an Information Technology Device as a means for inflicting harm.

2. Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1 shall not exclude losses which would otherwise be covered arising from the use of any Information Technology Device in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

3. Where the use or operation of an Information Technology Device was not used as a means of inflicting harm, any ensuing loss, damage, liability or expense shall be excluded unless a physical peril named in the Information Technology Hazards Clause within JELC CL432 (16/10/2017) was also a significant cause of a loss. In such case this Contract shall cover the loss, damage, liability or expense in accordance with but only to the extent provided for in that Clause, whether that Clause forms part of this Contract or not.

4. For the purposes of this clause, an Information Technology Device shall mean any computer system, hardware, software, programme, code, data, process, virus, information repository, microchip, integrated circuit or similar device in or connected with computer equipment or non-computer equipment, whether the property of a direct insured or not.

JX 2020-007
18/06/2020

INLAND TRANSIT (INLAND VESSELS) CLAUSE 'A' (All Risks)

(Applicable to all cargoes carried in Rivers, Canals or other smooth waters, including any land transit incidental thereto, including F.O.B. shipment)

RISKS COVERED

1. This insurance covers "all risks" of loss of or damage to the subject-matter insured, except as provided in Clauses 2, 3, 4 and 5 below. — Risks Clause

2. In no case shall this insurance cover — General Exclusions Clause
   - 2.1 loss damage or expense attributable to willful misconduct of the Assured
   - 2.2 ordinary leakage, ordinary loss in weight or volume or ordinary wear and tear of the subject matter insured
   - 2.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject matter insured (for the purpose of this Clause 2.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants.)
   - 2.4 loss damage or expense caused by inherent vice or nature of the subject matter insured
   - 2.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against
   - 2.6 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
   - 2.7 deliberate damage to or deliberate destruction of the subject matter insured

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or any part thereof by the wrongful act of any person or persons.

3.
In no case shall this insurance cover loss damage liability or expense caused by
3.1 In no case shall this insurance cover loss damage or expense arising from unseaworthiness or unfitness of vessel container or liftvan for the safe carriage of the subject matter insured, where the assured or their servants are privy to such unseaworthiness or unfitness at the time the subject matter insured is loaded therein. — Unseaworthiness And Unfitness Exclusion Clause
3.2 The underwriters waive any breach of the implied warranties of seaworthiness of the vessel and fitness of the vessel to carry the subject matter insured to destination unless the Assured or their servants are privy to such unseaworthiness or unfitness.

4. In no case shall this insurance cover loss damage or expense caused by
4.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power — War Exclusion Clause
4.2 Capture seizure arrest restraint or detainment and the consequences thereof or any attempt threat
4.3 Derelict mines torpedoes bombs or other derelict weapons of war

5. In no case shall this insurance cover loss damage or expense — Strikes Exclusion Clause
5.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
5.2 resulting from strikes, lock-outs, labour disturbances riots or civil commotions
5.3 caused by any terrorist or any person acting from a political motive.

DURATION

6. The risk hereunder attaches from the time the goods are handed over to the inland carriers against receipt and continues during the ordinary course of transit and shall cease unless otherwise specified, on expiry of 7 days from the time of arrival of the vessel at destination named in the policy or on delivery, whichever shall first occur. The period of 7 days referred to shall be reckoned from the midnight of the day of arrival of the vessel at the destination.

7. Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to underwriters.

CLAIMS

8.
8.1 In order to recover under this insurance the Assured must have an insurable interest in the subject matter insured at the time of the loss
8.2 Subject to 8.1. above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the underwriters were not.

BENEFIT OF INSURANCE

9. This insurance shall not inure to the benefit of the carrier of other bailee. — Not to Inure Clause

MINIMISING LOSSES

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10. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder — Duty of Assured Clause
    10.1 to take such measures as may be reasonable for the purpose of averting or minimizing such loss and
    10.2 to ensure that all rights against carriers, are properly preserved and exercised by lodging a monetary claim against carriers within six months from the date of issue of bill of lading or as prescribed by the relevant statute,
    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.

11. Measures taken by the Assured or the Underwriters with the object to saving protecting or recovering the subject matter insured shall not be considered as waiver or acceptance of abandonment or otherwise prejudice the rights of either party. — Waiver Clause

AVOIDANCE OF DELAY

12. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control. — Reasonable Despatch

13. **Sailing Warranty**

"Warranted that the voyage shall commence within 7 days from the date handing over of the cargo to the Inland water carrier. If it does not so commence, the risk under the policy shall cease on expiry of 7 days mentioned as above, but shall reattach from the moment the vessel commences the voyage as stated in the Policy".

Craft risk at Mofussil loading stations

Excluding risk of cargo from shore steamers and/ or flats and/ or barges and/ or L.C.Ts and or Railway premises at Mofussil Loading Station but including such craft risk in vessels belonging to the carrying company concerned from shore to steamers and/ or flats and/ or barges and / or barges and/ or L.C.Ts at place where vessel loads.

LAW AND PRACTICE

14. This insurance is subject to Indian law and practice
N.B. It is necessary for the assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the underwriters and right to such cover is dependent upon compliance with this obligation.

INLAND TRANSIT (INLAND VESSELS) CLAUSE 'B' (Basic Cover)
(Applicable to all cargoes carried in Rivers, Canals or other smooth waters, including any land transit incidental thereto, including F.O.B. shipment)

RISKS COVERED

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1. This insurance covers, except as provided in Clauses 2,3,4 and 5 below, loss of or damage to the subject matter insured reasonably attributable to 1.1 fire or explosion 1.2 vessel or craft being stranded grounded sunk or capsized 1.3 overturning collision or derailment of land conveyance (where policy is subject to warehouse to warehouse clause- to be attached 1.4 collision or contact of vessel craft or conveyance with any external object other then water 1.5 discharge of cargo at a port of distress.	Risk Clause
EXCLUSIONS 2. In no case shall this insurance cover 2.1 loss damage or expense attributable to willful misconduct of the Assured 2.2 ordinary leakage, ordinary loss in weight or volume or ordinary wear and tear of the subject matter insured 2.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject matter insured (for the purpose of this Clause 2.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants.) 2.4 loss damage or expense caused by inherent vice or nature of the subject matter insured 2.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against 2.6 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 2.7 deliberate damage to or deliberate destruction of the subject matter insured or any part thereof by the wrongful act of any person or persons.	General Exclusions Clause
3. 3.1 In no case shall this insurance cover loss damage or expense arising from unseaworthiness or unfitness of vessel container or liftvan for the safe carriage of the subject matter insured, where the assured or their servants are privy to such unseaworthiness or unfitness at the time the subject matter insured is loaded therein. 3.2 The underwriters waive any breach of the implied warranties of seaworthiness of the vessel and fitness of the vessel to carry the subject matter insured to destination unless the Assured or their servants are privy to such unseaworthiness or unfitness.	Unseaworthiness And Unfitness Exclusion Clause
4. In no case shall this insurance cover loss damage or expense caused by 4.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power. 4.2 Capture seizure arrest restraint or detainment and the consequences thereof or any attempt threat 4.3 Derelict mines torpedoes bombs or other derelict weapons of war	
5. In no case shall this insurance cover loss damage or expense 5.1 caused by strikers, locked out workmen, or persons taking part in labour disturbances, riots or civil commotions 5.2 resulting from strikes, lockouts, labour disturbances riots or civil commotions 5.3 caused by any terrorist or any person acting from a political motive.	

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DURATION

6. The risk hereunder attaches from the time the goods are handed over to the inland carriers against receipt and continues during the ordinary course of transit and shall cease unless otherwise, specified on expiry of 7 days from the time of arrival of the vessel at destination named in the policy or on delivery whichever shall first occur. The period of 7 days referred to shall be reckoned from the midnight of the day of arrival of the vessel at the destination.

7. Where, after attachment of this agreement of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to underwriters.

CLAIMS

8.

8.1 In order to recover under this insurance the Assured must have an insurable interest in the subject matter insured at the time of the loss

8.2 Subject to 8.1. above the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the underwriters were not.

BENEFIT OF INSURANCE — Not to Inure Clause

9. This insurance shall not inure to the benefit of the carrier of other bailee.

MINIMISING LOSSES

10. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder — Duty of Assured Clause

10.1 to take such measures as may be reasonable for the purpose of averting or minimizing such loss and

10.2 to ensure that all rights against carriers, are properly preserved and exercised by lodging a monetary claim against carriers within six months from the date of issue of bill of lading or as prescribed by the relevant statute,

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.

11. Measures taken by the Assured or the Underwriters with the object to saving protecting or recovering the subject matter insured shall not be considered as waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

AVOIDANCE OF DELAY

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

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13. **Sailing Warranty**
"Warranted that the voyage shall commence within 7 days from the date handing over of the cargo to the Inland water carrier. If it does not so commence, the risk under the policy shall cease on expiry of 7 days mentioned as above, but shall reattach from the moment the vessel commences the voyage as stated in the policy".

Craft risk at Mofussil loading stations
Excluding risk of cargo from shore steamers and/ or flats and/ or barges and/ or L.C.Ts and or Railway premises at Mofussil Loading Station but including such craft risk in vessels belonging to the carrying company concerned from shore to steamers and/ or flats and/ or barges and / or barges and/ or L.C.Ts at place where vessel loads.

LAW AND PRACTICE Indian Law And
14. This insurance is subject to Indian law and practice practice

N.B. It is necessary for the assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the underwriters and right to such cover is dependent upon compliance with this obligation.

01/05/2016

INSTITUTE WAR AND STRIKES CLAUSES
Cargo stored afloat in mechanically self-propelled vessels

RISKS COVERED

Risks
1. This insurance covers, except as excluded by the provisions of Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by
1.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
1.2 capture seizure arrest restraint or detainment arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat
1.3 derelict mines torpedoes bombs or other derelict weapons of war
1.4 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
1.5 any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
1.6 any person acting from a political, ideological or religious motive.

General Average
2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of carriage and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these clauses.

EXCLUSIONS

3. In no case shall this insurance cover
3.1 loss damage or expense attributable to wilful misconduct of the Assured
3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured storage and/or transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include

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stowage in a container and employees shall not include independent contractors)
3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured 3.5 loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
3.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage.
This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
3.7 any claim based upon loss of or frustration of the voyage or adventure
3.8 loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
3.9 loss damage or expense arising from the outbreak of war (whether there be a declaration of war or not) between any of the following countries:

United Kingdom, United States of America, France, the Russian Federation, the People's Republic of China

3.10 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion
3.11 any claim for any sum recoverable under any other insurance on the subject-matter insured or which would be recoverable under such insurance but for the existence of this insurance.

4. In no case shall this insurance cover
4.1 loss damage or expense arising from unseaworthiness or unfitness of the named storage vessel for the safe carriage of the subject-matter insured where the Assured are privy to such unseaworthiness or unfitness at the time the subject-matter insured is loaded therein.
4.2 Exclusion 4.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
4.3 The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

DURATION
5. 5.1 This insurance attaches
5.1.1 at midnight of the day when the storage vessel named herein carrying the subject-matter insured
5.1.1.1 first enters the area specified herein for the purpose of storage whilst under way within that area
or
5.1.1.2 first anchors, moors, or otherwise secures at the anchorage specified herein for purpose of storage afloat,
or
5.1.2 at the stated commencement time and date if the named storage vessel is within the areas specified herein for the purpose of storage afloat;
and
5.2 terminates
5.2.1 as the subject-matter insured is discharged overside from the named storage vessel,
or
5.2.2 after the expiry of 15 days counting from midnight of the day of arrival of the named storage vessel at the final port or place of discharge for the purpose of discharge,
whichever shall first occur unless and if as specified in the contract of insurance the named storage vessel is permanently moored at the final port or place of discharge whilst carrying the subject-matter insured when this insurance terminates as in Clause 5.2.1 above
5.3 If, during the period between the time of attachment or termination referred to above, the named storage vessel puts into any port other than for the purpose of discharge, this insurance shall terminate not later than 15 days counting from midnight of the day of arrival at the port. When without having discharged the subject-matter insured the named storage vessel sails from the port, the

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insurance shall reattach from the time of sailing and thereafter terminate in accordance with the provisions of Clause 5.2 of this Clause 5.
(For the purpose of Clauses 5.2.2 and 5.3 above
"arrival" shall be deemed to mean that the named storage vessel is anchored moored or otherwise secured at a berth or place within the Harbour Authority area. If such a berth or place is not available, arrival is deemed to have occurred when the vessel first anchors, moors or otherwise secures either at or off the intended port or place of discharge)
5.4 In no event shall this insurance extend beyond twelve months from attachment as provided for in Clauses 5.1.1 or 5.1.2 above.

Change of Location
6. In the event of the named storage vessel proceeding outside the limits of the area specified in this insurance *this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.*

VESSEL QUALIFICATION
7. Warranted that the named storage vessel is a mechanically self-propelled vessel and will at the inception of the risk be classed as specified in the Institute Classification Clause current at that time.

CLAIMS
Insurable Interest

8.
8.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.
8.2 Subject to Clause 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

Increased Value
9.
9.1 If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all increased Value insurance covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.
In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.
9.2 Where this insurance is on Increased Value the following clause shall apply:
The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurance covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.
In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE
10. This insurance
10.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,
10.2 shall not extend to or otherwise benefit the carrier or other bailee.

MINIMISING LOSSES
Duty of Assured
11. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder

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11.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and

11.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised

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

Waiver

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

AVOIDANCE OF DELAY

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

NOTICE OF CANCELLATION AND AUTOMATIC TERMINATION OF COVER

14. 14.1 This insurance may be cancelled by either the Insurers or the Assured giving 48 hours notice (such cancellation becoming effective on the expiry of 48 hours from midnight of the day on which notice of cancellation is issued by or to the Insurers). The Insurers agree however to reinstate this insurance subject to agreement between the Insurers and the Assured prior to the expiry of such notice of cancellation as to new rate of premium and/or conditions and/or warranties.

14.1.1 Whether or not such notice of cancellation has been given this insurance shall **TERMINATE AUTOMATICALLY:**

14.1.1.1 upon the occurrence of 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, wheresoever or whensoever such detonation may occur and whether or not the subject- matter insured may be involved

14.1.1.2 upon the outbreak of war (whether there be a declaration of war or not) between any of the following countries:

United Kingdom, United States of America, France, the Russian Federation, the People's Republic of China;

14.1.1.3 In the event of the subject-matter insured or the named storage vessel being requisitioned either for title or use.

14.2 In the event either of cancellation by notice or of automatic termination of this insurance by reason of the operation of the above provisions of this Clause 14 a net return of premium shall be payable to the Assured, pro rata or as may be agreed.

15. This insurance shall not become effective if, prior to the intended time of its attachment, there has occurred any event which would have automatically terminated this insurance under the provisions of Clause 14 above.

LAW AND PRACTICE

16. This insurance is subject to English law and practice.

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Storage Vessel	Period	Quantity and Description of the subject matter insured	Insured value
Sea and territorial limits			
a. for vessels underway:		b. for vessels at anchor, moored or otherwise secured:	

NOTE:- *Where a change of location is notified under Clause 6, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.*

CL.397.

01/05/2016

INSTITUTE LOCATION CLAUSE

Notwithstanding anything to the contrary contained in the contract of insurance Insurers' liability in respect of any one accident or series of accidents arising from the same event in any one location shall not exceed the sum of - AS STATED IN THE QUOTATION / POLICY

CL. 395.

1/5/37

INSTITUTE DANGEROUS DRUGS CLAUSE

It is understood and agreed that no claim under this policy will be paid in respect of drugs to which the various International Conventions relating to Opium and other dangerous drugs apply unless

(1) the drugs shall be expressly declared as such in the policy and the name of the country from which, and the name of the country to which they are consigned shall be specifically stated in the policy

and

(2) the proof of loss is accompanied either by a licence, certificate or authorization issued by the Government of the country to which the drugs are consigned showing that the importation of the consignment into that country has been approved by that Government, or, alternatively, by a licence, certificate or authorization issued by the Government of the country from which the drugs are consigned showing that the export of the consignment to the destination stated has been approved by that Government;

and

(3) the route by which the drugs were conveyed was usual and customary.

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MARINE CARGO INSURANCE - RETAIL

CLAUSES WORDING

1. Additional Transits Clause

It is hereby declared and agreed that additional transits (any number) to and from fabricator's/others will be held covered.

2. Airfreight Replacement Charges Clause

Different type of Airfreight Replacement Charges Clause prevalent in the market are given below

1. In the event of loss of or damage to the goods the Insurers shall accept the cost of air freighting the damaged parts to manufacturers for repair and return, or the air freighting of replacement parts from manufacturers and/or suppliers to destination, notwithstanding that the goods lost or damaged were not originally dispatched by air freight. Provided always that in no case shall the liability of the Underwriters for such costs exceed Rs. _____ (Rupees _____ only) on each and every loss.

2. In the event of loss of or damage to the insured goods Underwriters agree to pay the cost of air-freighting the damaged goods to manufacturers/suppliers for repair and return, or the air-freighting of replacement goods from manufacturers/suppliers to destination notwithstanding that the insured goods were not originally dispatched by air freight.

3. It is hereby agreed that where there is loss or damage which is subject of a claim recoverable hereunder and the Insured/Assured considers it is necessary to forward replacement by air the Insurer/Underwriter agrees to pay the reasonable costs so involved notwithstanding that the original consignment was not dispatched by air.

   In no case shall the Insurer/Underwriter be liable under this Clause for more than 25% of the insured value declared by the Insured/Assured or Rs. XX whichever is lower.

3. Attachment & Termination of Risk Clause

Different type of Attachment & Termination of Risk Clause prevalent in the market are given below

1. The insurance commences from the attachment of the insured's interest in goods but unless otherwise specifically agreed herein, not prior to the time the goods are set in motion in the insured's and / or sub- contractor's premises storage depots and / or warehouse(s) for the commencement of transit and continues during packing, deconsolidation, containerization and the preparation for distribution and redistribution and at transshipping points, subject always to the provisions of the Inland / Institute clauses incorporated therein, until the goods are finally delivered at .

2. The insurance hereunder attaches from the time the Subject Matter Insured becomes at the Assured's risk or the Assured assumes interest and continues whilst the Subject Matter Insured is in transit and/or in store and/or elsewhere until final delivery to final destination as required. Including in Customs as required, and transhipment, craft & barge risks, whether customary or otherwise.
   Further including the risks of loading prior to dispatch and unloading after arrival at Assured's premises and/or place of final delivery or destination.

4. **Bill of Lading Clause**

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This insurance also covers loss or damage through the acceptance by the Assured and / or their servants and / or their agents and / or their shippers of fraudulent bill of lading / claused bills of lading and / or shipping receipts and/or other similar documents.

5. **Brands Clause**

Different type of Brands Clause prevalent in the market are given below

1. In the case of damage to property bearing a brand or trade mark the sale of which carries or implies the guarantee of the manufacturer and/or supplier and/or the Assured or their goodwill collectively or independently the salvage value of such property shall be determined by after the removal of brand or trademarks.

2. Insured shall have full rights to possession of all goods bearing embossed or indented brands or labels or other permanent markings identifying the Insured as the manufacturer thereof, or the same of which carries or implies a guarantee of the supplier or of the Insured, or exclusive and/or secret formulas that may be involved in any loss hereunder, and shall retain control of all such goods.

   On shipments covered under this Policy, Insurers are to pay a total loss on any and all goods and/or packaging damaged by risks insured against which the Insured elects to either destroy or return to their factory, or recognition, insurers being entitled to such salvage as may be obtained.

   The insured, shall consult with the appointed surveyors/Insurers claims department, to judge as to whether the goods involved in any loss hereunder are suitable for marketing and no goods deemed by the insured to be unfit for marketing shall be sold or otherwise disposed of except by the insured or with the insured's consent, but the insured shall allow insurers any salvage obtained on any sale or other disposition of such goods.

3. In case of damage by a peril insured against to insured property bearing a brand or trademark associated with the Assured, the damage value shall be ascertained after removal of such markings. Where removal is impracticable, the Company and the Assured shall consult as to how the loss may best be minimized. However, the Assured shall have the option of destroying the damaged insured property upon payment to the Company of the value which could have been realized by the sale of the insured property in its damaged condition.

6. **Buyers Interest Clause**

Different type of Buyers Interest Clause prevalent in the market are given below

1. The goods as described in this section are insured against the risks specified in the Policy, but this insurance covers Buyers Interest only.

   Claims in respect of loss or damage to the goods shall be payable hereunder only if and to the extent that the Seller and/or his Underwriters fails to pay for such loss or damage.

   Underwriters to be subrogated to the Assured's rights against the Seller or any other parties interested in the shipment.

   Any assignment of this Policy or of any interest or claim hereunder shall discharge Underwriters from all liability whatsoever. This insurance shall not pay any claims resulting from the Seller and/or his Underwriters being unable to reimburse the Buyer by reason of currency exchange controls.
   Warranted the existence of this insurance shall not be divulged to the Seller of any other party (ies) interested in the shipment.

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Warranted this insurance not to be deemed double insurance. Warranted the Assured to take all reasonable steps to hasten delivery.

Warranted Underwriters are advised immediately the Assured becomes aware of any event that may result in a claim under this Policy.

2. This Policy extends to cover the goods described therein subject to cover conditions and against the risk specified, but this extension covers buyer's interest only in respect of any shipment of goods and merchandise purchased on a CIF (or similar) basis where the seller has undertaken to effect or who is responsible for effecting Marine and/or War Risks cover on the said shipment, and claims in respect of loss of or damage to the goods and/or merchandise shall be payable hereunder only if and to the extent that the seller fails to fulfill his obligations to provide insurance or if the insurance provided fails to pay a claim recoverable under the terms of the Policy.
   Any assignment of this Policy or of any interest or claims hereunder shall discharge Underwriters from all liability whatsoever.
   When any claim is payable under this Policy Underwriters shall be subrogated to all rights of recovery hereunder including the right of recovery against the seller as well as against any other party.

   Warranted by the Assured that the existence of this Contingent Insurance will not be revealed to the seller or to any other party interested in this consignment.

3. Notwithstanding anything contained herein to the contrary, Insurer's liability to the Insured commences from the time of leaving Supplier's factory, warehouse, store or mill, notwithstanding the goods and/or interest may have been purchased on FOB or FAS terms, Insured subrogating their right of recourse against Supplier(s) for any damage that may occur prior to delivery "free on board" or "free alongside steamer".

4. Goods are at Insurer's risk from time of leaving Supplier's premises irrespective of terms of contract of sale and/or as if the contract of sale was ex the supplier's premises.

5. Notwithstanding the terms of the contract of sale, in respect of subject-matter imported by the Assured where the contract of sale places on the Seller the responsibility for insurance prior to arrival of the carrying conveyance at the intended port of destination, it is hereby extended to include the contingent insurable interest of the Assured in the Goods and such imports shall thus be covered under this Policy as though the terms of purchase were EXW.

   (a) The Assured shall advise Underwriters/Company of the occurrence of any occurrence likely to give rise to a claim under this insurance as soon as it becomes known to them.
   (b) The Assured shall undertake all reasonable, usual care, skill and forethought and take all practical measures including measures which may be required to prevent or minimise loss.
   (c) All rights and benefits against the Seller and/or the Seller's Underwriters/Company and/or Carrier and/or other persons are to be subrogated to the Underwriters/Company.
   (d) The existence of this insurance is not to be disclosed to the Seller.
   (e) This insurance and any money payable hereunder are not assignable without the written consent of the Underwriters.

7. Claims Quantum Clause

Different type of Claims Quantum Clause prevalent in the market are given below

1. When the claim documents submitted demonstrate, and this Insurer and the Assured agree, that only the quantum of the claim is yet to be agreed, a payment on account will be made equal to 50% of the lower of the amount (i) claimed by the Assured or (ii) agreed to by this Insurer within 5 business days after such agreement.

2. Insurers/Underwriters hereon agree that where claims papers submitted demonstrate that only the quantum of the claim is in question, a "payment on account" will be made equal to 75% of the

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amounts provisionally agreed by Underwriters hereon.

8. Claims Review Clause

It is hereby declared and agreed that, if the incurred claims ratio under the policy exceeds 70% an additional premium at appropriate rate at the end of each quarter shall be charged under the policy.

9. Climatic Conditions Clause

The Policy excludes loss or damage on account of climatic or atmospheric conditions or extremes of temperature.

10. **Co-Insurance Clause**

It is hereby declared and agreed that all reference to the words, "ZURICH KOTAK GENERAL INSURANCE COMPANY (INDIA) LIMITED", or "The Company" wherever they occur in this policy shall be deemed to refer to the "The Insurers" as defined in the Schedule Incorporated herein and the liability of each insurer shall be separately limited to the share shown against his name, Provided that, where any condition requires notice or communication to be given to the said Insurers, notice or communication to the Zurich Kotak General Insurance Company (India) Limited, shall be deemed to be sufficient notice to all the Insurers.

SCHEDULE OF INSURERS

Sl. No	Name	Share
1.		
2.		

11. Co-Mingling Clause

Different type of Co-Mingling Clause prevalent in the market are given below

1. It is agreed that when the property in bulk is stowed so as to be co-mingled with like property belonging to others, loss or damage arising from a peril insured against shall be apportioned over the party or parties involved in the shipments in accordance with the respective interest(s) of the said party or parties involved in the ratio that the quantity of property belonging to each party bears to the total quantity of produce stowed at the time and the place of loss.

2. When shipments in bulk are stowed in such a manner so as to be commingled with other bulk shipments belonging to and / or insured by others or owned by the Assured but intended for different consignees, it is agreed that in the event of loss or damage caused by a peril insured against, such loss or damage shall be prorated in accordance with the respective interests(s) of the party or parties involved in the ratio that, the quantity or product belonging to each party bears to the total quantity of product commingled.

   It is hereby understood and agreed that the provisions of this clause are to apply to the product insured hereunder regardless of whether or not other owners' or their underwriters' interest in the other shipments so carried shall have made a similar agreement.

12. **Concealed Damage Clause**

Different type of Concealed Damaged Clause prevalent in the market are given below

1. It is agreed that at where the packages are not opened on arrival at site, any concealed loss or damage caused by perils insured against which only come to light when the goods are unpacked at destination is covered subject to the proviso that such packages are opened and survey held

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within days from the date on which the goods were received at the particular site or warehouse and that the packages bore not outwards sign of loss or damage at the time of discharge from the steamer or on arrival at final site or warehouse.

2. Any loss and or damage discovered on opening container(s), cases and / or packages shall be deemed to have occurred during the transit hereunder and shall be paid for accordingly unless conclusive proof to the contrary is established, it being understood that any containers cases and / or packages showing visible signs of damaged are to be opened immediately on the cessation of the risk hereunder. Agreement shall only apply when such loss or damage are discovered within XX days of cessation of risk.

3. In the event of delay in opening packages at the insured destination, any damage discovered upon opening which can reasonably be attributed to having occurred during the insured voyage shall be adjusted in accordance with all other provisions of this policy; provided that the delay in opening does not exceed 30/60 days from the date of arrival at the insured destination.
   It is a condition of this insurance that packages showing evidence of external damage at the time of arrival at insured destination are to be opened immediately and inspected for damage. Violation of this condition shall void the insurance provided by this Clause.

4. Subject to the terms and conditions of this insurance, in the event of delay in opening containers, cases or other packages at the Insured's` premises loss of or damage to the subject-matter insured discovered on opening shall be deemed to have occurred during the currency of this Policy and shall be recoverable hereunder unless conclusive proof to the contrary be established by Underwriters. Any container and/or case and/or package showing signs of damage shall be opened immediately on arrival at final destination.

   The period under this extension is limited to 30/60/90 days after arrival at final destination.

5. In respect of shipments insured hereunder, which are received by the consignee at destination and placed in storage but not unpacked, this insurance also covers losses discovered upon opening of the case, container or package which are deemed to have occurred during transit and shall be paid for accordingly unless conclusive proof to the contrary be established, provided that the case, container or package is opened not later than 60/90 days after arrival in store. Containers, cases and package showing visible signs of loss and/or damage are to be opened immediately on arrival at site.

6. It is agreed that any loss or damage discovered on opening cases and/or packages and/or bales (even after risk has ceased hereunder) shall be deemed to have occurred during the transit insured hereunder (and irrespective of attachment of the Assured's interest) and shall be paid for accordingly unless proof conclusive to the contrary be established, it being understood that any cases and/or packages showing visible signs of damage must be opened immediately.

   This agreement shall, however, only apply where such loss or damage is discovered within 30 days of arrival of the goods at the consignee's or other final warehouse.

13. Container Shortage Clause (Operative in respect of FCL only)

Insurers will pay for shortage of contents (meaning thereby the difference between the number of packages as per Shipper's and/or Suppliers invoice and/or packing list loaded or alleged to have been laden in the container and the count of packages removed therefrom taken by the Assured and/or their Agent at time of container emptying) howsoever and whensoever occurring, but excluding liability from any such losses which can be attributed unequivocally to the forcible entry of the container which occurred following its delivery to the Project Site.

14. Cutting Clause

Different type of Cutting clause prevalent in the market are given below

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1. It is hereby understood and agreed that in case of where use can be made by the consignees of damaged items after cutting of the damaged parts, the company agrees to pay the proportionate value of the part cut off plus expenses incidental thereto and receive net salvage on such proportion.

2. In the event of the claim for breakage, chipping, cracking, bending, denting or any other damage provided this be of such a nature that it is practicable to use the sound portion; underwriters shall be liable only for the damaged parts and this insurance shall pay only their proportionate values together with the cost of cutting.

3. In the event of the Subject Matter Insured being damaged in such a way that it is practicable to use the sound portion or portions for the purpose for which they were originally intended, this Policy shall only pay for the damaged portion or portions.

15. **Damage to Packing Material Clause**

It is hereby declared and agreed that in the event of damage to the packing material alone with the contents being sound; the insurer shall be liable only for the amount sufficient to pay the cost of new packing material and the cost of repacking the goods. Provided value of packing material is included in the sum insured and in the event of claim, insured shall substantiate value of such packing material.

But in case it is not possible to supply new packing material, claims shall be based on an allowance in this regard which shall reflect the actual replacement costs which would have been incurred it had been done.

16. **Declaration Delay, Error or Omission Clause**

This Insurance shall not be prejudiced by any unintentional delay, error or omission in the declaration or reporting hereunder of the amount or description of the interest, vessel or voyage, or if the subject matter of the insurance be shipped by any other vessel/conveyance or any fact relative to this insurance, if notice be given to Underwriters when practicable after said facts become known to the Insured and a balance of premium, if any made good.

17. **Debris Removal Clause**

Different type of Debris Removal clause prevalent in the market are given below

1. This insurance is extended to cover, in addition to any other amount recoverable under this insurance, extra expenses by the Assured for the removal and disposal of debris of the subject matter insured, or part thereof, by reason of damage thereto caused by an insured risk, but excluding absolutely:-
    1. Any expenses incurred in consequence of or to prevent or mitigate pollution or contamination, or any threat or liability therefor.
    2. The cost of removal of cargo from any vessel or craft.

    In no case shall the Insurers be liable under this Clause for more than 10% of the proportionate value under this Policy of the damaged subject matter removed or Rs. XX whichever is lower.

2. It is hereby noted and agreed that this insurance covers the costs and expenses necessarily incurred by the Assured for removing debris.

Removal of Debris/Cost of Transfer Clause

3. It is agreed that under this policy, subject to the operation of an insured peril, Underwriters pay costs and expenses incurred by the Insured and for which they are legally liable in connect with
    a) the removal of debris,
    b) dismantling and/or demolishing,

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c) the transfer of items covered hereunder from one conveyance to another

in the event of an accident to the original conveyance which results in loss of or damage to such.

4. It is agreed that, subject to the operation of an insured peril. Underwriters will pay costs expenses reasonably incurred by the Insured in connection with
   a) the removal of debris and/or destruction of damaged goods,
   b) the transfer of items covered hereunder from one conveyance to another in event of an accident

   to the original conveyance which results in loss of damage to such items which is recoverable hereunder.

   The indemnity provided by this clause shall be in addition to the indemnity provided elsewhere herein but shall be limited to a further 10% of the insured value of the goods lost or damaged.

5. This Insurance is extended to cover, in addition to any other amount recoverable under this insurance, cost and expenses reasonably and necessarily incurred by the Assured/Insured in connection with:
   Removal and disposal of debris
   Dismantling &/or demolition
   Shoring up &/or propping
   Dumping &/or destroying
   Transhipment &/or destroying
   Transhipment and recovery charges consequent upon fire &/or accident to a conveyance
   Excluding any expenses incurred in consequence of or to avert or mitigate pollution or contamination, or threat or liability thereof
   In no case shall Underwriters/Insurers be liable under this Clause for more than 10% of the insured value of the goods insured or Rs …… whichever is lower.

6. This insurance is extended to cover in addition to other amount(s) recoverable under this insurance extra expenses reasonably incurred by the Assured for the removal and disposal of debris of the subject-matter insured or part thereof by reason of damage thereto caused by an insured peril but excluding absolutely, any expenses incurred in consequence of or to prevent or to mitigate pollution or contamination or any threat or liability therefore, and the cost of removal of cargo from any vessel or craft or location.
   In no case shall Underwriters be liable under this Clause for more than the original insured value of the subject-matter or Rs …… whichever the lesser.

7. It is agreed that in the event of the operation of an insured peril Underwriters will pay the costs and expenses necessarily incurred by the Assured in connection with :-

   (a) Removal of debris and/or destruction of damaged goods.
   (b) Dismantling and/or demolishing.
   (c) Shoring or propping up.
   (d) The transfer of items, covered hereunder from one conveyance to another in the event of an accident to the original conveyance which results in loss of or damage to the original conveyance which results in loss or damage to such items which is recoverable hereunder.

   The indemnity in respect of this Clause shall be in addition to the indemnity provided elsewhere herein but shall be limited to a sum not exceeding 10% of the value of the goods insured or Rs.1,00,000 (Rupees one lac only) whichever is lesser.

   In no case shall this Clause increase the liability of Underwriters beyond the limits of liability expressed elsewhere herein.

18. **Deliberate Damage - Pollution Hazard**

Different type of Deliberate Damage - Pollution Hazard clause prevalent in the market are given below

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1. The policy is extended to cover, but only whilst the property insured is on board a waterborne conveyance, loss of or damage to said property directly caused by governmental authorities acting for public welfare to prevent or mitigate a pollution hazard or threat thereof, provided that the accident or occurrence creating the situation which required such governmental action would have resulted in a recoverable claim under the Policy (subject to all of its terms, conditions and warranties) if the property insured would have sustained physical loss or damage as a direct result of the accident or occurrence which gave rise to the threatened pollution hazard.

   This clause shall not increase the Limits provided for in this Policy.

2. This policy is extended to cover loss of or damage to the property insured hereunder directly caused by governmental authorities acting for the public welfare to prevent or mitigate a pollution hazard or threat thereof, provided a recoverable claim would have resulted under the policy (subject to all of its terms, conditions and warranties) had the property insured sustained physical loss or damage as a direct result of the accident or occurrence which gave rise to the threatened pollution hazard.

   This clause shall not increase the Limits provided for in this Policy.

19. **Duty Clause**

Different type of Duty clause prevalent in the market are given below

1. This insurance is on increased value of cargo by reason of payment of Customs Duty at the port or place of destination and is subject to the same clauses and conditions as the primary insurance on the cargo and to pay the same percentage of Duty payable (excluding charges and expenses) as may be paid thereon, but excluding claims in respect of:

   a) Total loss or total loss of part of cargo arising prior to Duty becoming payable.
   b) General Average contributions and Salvage Charges arising from any casualty occurring prior to the Duty becoming payable.

   In ascertaining the amount of the claim recoverable hereunder credit shall be given for any rebates or refund of Duty which may become allowable.

   Warranted that:
   1. This Policy is not assignable.
   2. No claim shall be paid for Duty until the claim under the primary Marine Insurance policy covering the cargo is payable and proof of liability for loss under that policy shall be furnished to the Company. This provision need not apply to cases where the cargo has been insured overseas due to contractual obligation.
   3. This is not a “valued” policy as defined in the Marine Insurance Act, 1963. Claims under this policy are payable on the basis of actual duty paid or on the basis of the sum insured whichever is less.
   4. In the event of a claim under this Policy, immediate notice of loss shall be given to the Company and a reasonable opportunity given to the Company to survey and assess the loss. The Assured shall co- operate with the Company and take all reasonable measures to minimise or prevent a loss. The Assured shall also lodge a claim with the Customs Authorities within the stipulated time for refund of `Duty` where admissible, and with the Carriers or others for recovery of the `Duty` paid in respect of such damage or lost cargo and any recovery relating to the `Duty` paid shall be credited to Company.

2. On Increased Value of cargo by reason of payment of Duty at the port or place of destination and, Subject to the same clauses and conditions as the insurance on cargo, to pay same percentage of loss (excluding charges and expenses) as may be paid thereon, but excluding claims in respect of :-
   1. Total Loss of whole or part of the cargo prior to Duty becoming payable

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2. General Average, Salvage and Salvage Charges arising from any casualty occurring prior to the Duty becoming payable.

In ascertaining the amount of claim recoverable hereunder, credit shall be given for any rebate of Duty which may become allowable.

3. On increased value of cargo by reason of payment of duty at the port or place of destination.
Subject to the same clauses and conditions as cargo to pay the same percentage of loss (excluding charges and expenses) as may be paid thereon, but excluding claims in respect of total loss of whole or part of cargo and /or General average, Salvage and/or Salvage Charges arising prior to the Duty becoming payable.
In ascertaining the amount of the claim recoverable hereunder, credit shall be given for any rebate or refund of duty which may become allowable.

4. Increase Value by reason of payment of Duty and/or Levy is covered subject to the same conditions as are, or would be, applicable to the insurance on cargo hereunder and to pay on the same basis as such insurance cover but excluding:-
   1. Total Loss, or Total Loss of part arising prior to Duty and/or Levy becoming payable and resulting in non-payment of Duty and/or Levy.
   2. Liability for General Average Contributions and Salvage Charges unless the occurrence giving rise to the General Average occurs after Duty and/or Levy becomes payable.

   Also including the Assured's liability for the payment of duty, following loss of or damage to the Insured Interest recoverable hereunder, to the Authority of any country through which the interest may pass prior to coming within the jurisdiction of the country of destination.

20. **Exhibition/Demonstration Risks Extension**

Different type of Exhibition/Demonstration Risks Extension clause prevalent in the market are given below

1. This insurance covers property in transit to / from and whilst at exhibition, trade fair or show premises.
   Subject to the following exclusion:
   i. Loss or damage proximately caused by demonstration, use or testing of the equipment.
   ii. Wear, tear and gradual deterioration
   iii. Liability to third parties.
   iv. Damage to goods being returned from exhibition, trade fair or show premises unless they are packed to the same standard as for the outward journey such packing to be supervised by a responsible official of the Assured.

2. This insurance covers property in transit to/from and whilst at exhibition, trade fair premises.
   Subject to the following exclusions:
   i) Loss or damage proximately caused by demonstration, use or testing of the equipment.
   ii) Wear, tear and gradual deterioration.
   iii) Liability to third parties.
   iv) Damage to goods being returned from exhibition, trade fair or show premises unless they are packed to the same standard as for the outward journey.
   v) Theft from unattended stand during exhibition, trade fair or show premises opening hours.

   In the event of goods being sold from the exhibition, trade fair or show premises, cover is to terminate at the time of lifting for removal from the premises unless otherwise agreed.

3. When required, this insurance may be extended to cover items at an exhibition site prior to, during ' and subsequent to exhibition subject to the payment of an additional premium calculated at a rate of _____ for each period of 30 days or part thereof at the exhibition site.

4. Excluding loss or damage arising directly from demonstration, use or testing of equipment.

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Excluding wear, tear and gradual deterioration.

Warranted that goods being returned from exhibition(s) are packed to the same standard as for the outward journey such packing to be supervised by a responsible official of the Assured.

5.

1. This insurance is extended to cover the Subject-Matter Insured whilst in store and during the exhibition period herein stated against loss or damage by any cause whatsoever not hereinafter excluded.
2. This Extension does not cover:
   a) Loss or damage directly or indirectly occasioned by or through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military usurped power
   b) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from
      i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
      ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
   c) loss or damage caused by
      1. electrical or mechanical breakdown or faulty manipulation
      2. wear, tear, gradual deterioration, vermin, inherent vice, rust or atmospheric conditions.
      3. frost
   d) loss or damage to the property insured caused by its undergoing any process involving the application of heat
   e) consequential loss of any kind or description
   f) loss destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
   g) loss or destruction of or damage occasioned by the leakage of or overcharging of batteries
   h) loss or destruction of or damage occurring during the erection or dismantling of the exhibition stands or the positioning or putting into place or erection of the Subject-Matter Insured for the purposes of the exhibition
   i) denting, scratching, bruising or claims for repainting
   j) the first _____ of any amount payable hereunder, but should any item insured under this extension be valued under ____ the deductible is reduced to 15 percent of such value
3. It is agreed that the above conditions apply only in respect of the period of exhibition and any storage necessarily incurred prior to or following the exhibition until the return journey to the country of origin but notwithstanding anything to the contrary herein it is agreed that the provisions of the Institute Cargo Clauses (A) shall be paramount and shall override anything inconsistent herewith
4. For the purpose of this Extension the Institute War Clauses (Cargo) and the Institute Strikes Clauses (Cargo) and their air versions shall be deemed to be deleted
5. Warranted that the pavilion shall be attended at all times by the Assured's or the Exhibiting Contractor's personnel and officials during the duration of the exhibition
6. EXHIBITION PERIOD: From the time the Subject-Matter Insured arrives at the place of exhibition during the duration of the exhibition and until such time as the Subject-Matter leaves the place of exhibition
7. The Extension shall take effect upon delivery of the Subject-Matter Insured to the custody of the Insured or his servants or agents at the place named herein and shall terminate at the time the Subject-Matter Insured leaves the warehouse or place of storage for the commencement of the return journey to the country-of origin. For the purposes of this clause the personnel and officials of the government of the country of origin, should it have an interest in the Exhibition, or of the Exhibiting Contractor are deemed to be agents and servants of the Insured.

<u>Addendum</u>

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This exclusion is sometimes added to the above.
Excluding mechanical derangement or loss or damage caused by the application of electrical energy, electrical or mechanical breakdown or arising out of the use of the machine as a tool of made (including demonstrations) or occurring whilst undergoing any process.

6. This Policy is extended to cover goods &/or merchandise while on exhibition, trade fair and trade subject to the following terms, conditions, exclusions and warranties:

   Scope of Cover: As per Standard Fire & Special Perils Policy (Material Damage) including the risks of Burglary & Housebreaking but excluding ` Act of Terrorism.

   Period of Exhibition: From to (both days inclusive).

   Subject Matter Covered:

   Deductible: …….. on each & every loss.

   Exclusions:
   1. Liability to 3rd parties absolutely
   2. Loss or damage proximately caused by demonstration, use or testing of the equipments.
   3. Inherent Vice, delay, loss of market or consequential loss of any kind.
   4. Wear and tear, gradual deterioration and depreciation.
   5. Damage to goods being returned from Exhibition unless they are packed to the same standard as for the outward journey. Packing needs to be carried out by professional exhibition contractors &/or packers.
   6. Theft &/or Burglary from unattended exhibition site or storage area unless following forcible &/or violent entry &/or exit.
   7. In the event of goods being sold from the exhibition, cover is to terminate at the time of lifting for removal from the exhibition premises.

   Subject to the following warranties:
   a. Warranted adequate security arrangements during exhibition.
   b. Warranted adequate fire fighting equipments during exhibition.

7. This insurance extends to include, under the Policy conditions, the insured property whilst in transit to and from the exhibition or demonstration site.

   Whilst the property remains on such premises during unpacking, assembly and whilst on exhibition or demonstration, dismantling and repacking, but the overall period for such cover shall not exceed XX days. Further periods held covered at rates, terms and conditions to be agreed.

   Notwithstanding anything contained herein to the contrary, this insurance excludes the following:

   - Loss or damage arising from latent defect or arising from faulty assembly or construction
   - Loss or damage resulting from mechanical, electrical or manual operation of the Assured's property for demonstration or other purposes
   - Third party liability absolutely
   - Theft and/or pilferage from unattended exhibition/ demonstration stand/trailer
   - Theft and/or pilferage from unattended exhibition/ demonstration site or storage area unless following forcible and/or violent entry and/or exit
   - The first Rs.10,000/- of each and every claim
   - This insurance excludes goods on exhibition/demonstration which are hired out by the Assured, unless agreed with Underwriters prior to attachment of risk

   Unless the repacking of the goods after the exhibition or demonstration is carried out by professional exhibition/ demonstration contractors and/or packers, this insurance warrants that the goods are repacked to not less than the same standard as for the outward journey and repacking

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is supervised by a responsible official of the Assured. Furthermore, warranted such official shall check quantity and condition of all items being returned at the end of the exhibition or demonstration.

21. **FOB Clause including Shut out Cargo**

This insurance is extended to cover the interest insured until the goods are placed on board the ocean going vessel/lash barges (including sling loss) or until expiry of 2 weeks after arrival of goods at the place of storage at the port town and /or docks awaiting shipment, whichever shall first occur.
Cargo shut out is automatically covered for two weeks but ceases to be insured thereafter unless prior intimation is given and agreement taken as to rate and terms.

22. Free Issue Materials Clause

Property Insured shall also include materials supplied free of cost to the insured and for which he is liable in case of damage provided that the value of such material is declared to the Insurer and adequate premium charged.

23. **Garbling Clause**

Used in case of tobacco in bales

In the event of damage by a peril insured against, damaged portion in each bale to be carefully separated from the sound and only that which is damaged sold.
Underwriters agree to pay the actual loss on cuttings and the actual cost of making damaged bales merchantable including expenses incidental thereto
Warranted no liability for loss or damage to attach hereunder unless notice of survey has been given to the company or its Agents within 72 hours after discharge from steamer at port of discharge.

24. General Average in Full Clause

General Average and Salvage Charges shall be payable under this insurance in full without reference to insured and contributory values. General Average Deposits shall be payable on production of General Average Deposits Receipts.

25. Goods at Repairer's Extension

Different type of Goods at Repairer's Extension prevalent in the market are given below

1. To be attached to a marine policy covering goods sent abroad for repairs, refurbishing etc. Not to be given unless as an extension to a marine policy that provides for return transit also subject to an additional premium or _% (or lump sum) per week or part thereof, cover is, extended to include the risks of fire and theft only while the subject matter is at repairers" premises.

2. Policy is extended to cover the goods whilst the same is lying at repairer's / fabricator's premises. The cover whilst the goods are lying at repairer's / fabricator's premises is limited to standard fire perils and burglary only.

26. Goods Damaged Prior to Shipment Clause

It is hereby understood and agreed that this Policy covers, within the terms of the contract, all goods which leave the factory and / or place of despatch but which are not actually shipped on the overseas steamer due to damage en route and consequently not included in the values declared.

27. Goods Purchased by the Assured upon "C.I.F." terms

Different type of Goods Purchased by the Assured upon "C.I.F." terms clause prevalent in the market are given below

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1. Where goods are purchased CIF and the insurance provided by the Supplier is more restricted than that afforded hereunder, such goods shall be covered hereunder on the normal cover conditions.
   In all such cases Underwriters will be subrogated to all rights and remedies of the Assured under the insurance provided by the Supplier and in no case shall this insurance contribute to double insurance.

2. In respect of shipments which are purchased on 'CIF' or on similar terms and the insurance arranged by the supplier or seller, being more restricted than the conditions of this policy, subject to declaration of values and payments of premium thereon if required, this insurance shall cover the difference in conditions between the insurance arranged by the supplier and/or seller and the conditions of this policy. All shipments insured under this clause shall be valued at the amount of the seller's insurance.

   This clause does not cover:
   1) Difference in deductibles
   2) Any breach of condition or warranty under the Policy arranged by Seller &/or Supplier.

   This Insurance is not deemed to be Double Insurance.

3. Where goods are purchased "CIF" and the Supplier fails to effect insurance or effects an insurance which is subsequently rendered inoperative or which is more restrictive than the protection afforded hereunder, such goods shall be covered hereunder on the normal cover conditions.

   In such cases the Underwriter will be subrogated to all rights and remedies of the Assured against the Supplier and/or the Supplier's Insurers and/or other parties and in no case shall this insurance contribute in double insurance.

28. **Goods Purchased by the Assured on FOB, FAS or C&F Terms**

Different type of Goods Purchased by the Assured on FOB, FAS or C&F Terms clause prevalent in the market are given below

1. Notwithstanding anything to the contrary contained herein it is agreed that Underwriter's liability to the Insured commences from the time the subject matter leaves supplier's factory warehouse store or mill notwithstanding the goods and / or interests may have been purchased FOB, FAS or C&F, the insured subrogating his/their right of recourse against suppliers for any loss and/or damage that may occur prior to delivery FOB, FAS or C&F. Goods are at the Insured's risk from time of leaving supplier's premises irrespective of terms of Contract of Sale and / or as if Contract of Sale was ex the supplier's premises.

2. It is hereby understood and agreed that the goods are at underwriter's risk and that underwriter's liability to the assured commences from the time the goods leave supplier's factory, warehouse, store or mill as if the contract of sale where "Ex-Supplier's'' premises notwithstanding that the goods and / or interest may have been purchased on FOB, C&F or similar terms, underwriter's being subrogated with assured's rights of recourse against the suppliers.

29. **IMPORTANT NOTE**

PROCEDURE IN THE EVENT OF LOSS OR DAMAGE FOR WHICH COMPANY MAY BE LIABLE

LIABILITY OF CARRIERS, BAILEES OR OTHER THIRD PARTIES

It is the duty of the Assured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimising a loss and to ensure that all rights against Carriers, Bailees or other third parties are properly preserved and exercised. In particular, the Assured

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or their Agents are required:-

1. To claim immediately on the Carriers, Port Authorities or other Bailees for any missing packages.
2. In no circumstances, except under written protest, to give clean receipts where goods are in doubtful condition.
3. When delivery is made by Container, to ensure that the Container and its seals are examined immediately by their responsible official. If the Container is delivered damaged or with seals broken or missing or with seals other than as stated in the shipping documents, to clause the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification.
4. To apply immediately for survey by Carriers' or other Bailees' Representatives if any loss or damage be apparent and claim on the Carriers or other Bailees for any actual loss or damage found at such survey.
5. To give notice in writing to the Carriers or other Bailees within 3 days of delivery if the loss or damage was not apparent at the time of taking delivery.
6. To take examined delivery from the Carriers of packages which are outwardly damaged or appear to have been tampered with and obtain a Damage and/or Shortage Certificate from them. If any package appears to be deficient in weight, to take weighment/examined delivery from Carriers and an appropriate Certificates.
7. To issue Notices of claim against Carriers, Bailees or Third Parties by Registered Post with Acknowledgement Due Card

Note - The Consignees or their Agents are recommended to make themselves familiar with the Regulations of the Port Authorities at the port of discharge and also all other applicable provisions and regulations related to transportation and carriage of goods, etc.

30. **INSTRUCTIONS FOR SURVEY**

In the event of loss or damage which may involve a claim under this insurance, immediate notice of such loss or damage should be given to and a Survey Report obtained from the Company's representative at port of discharge or destination or if there be no representative of the Company, the nearest Lloyd's Agent.

31. **DOCUMENTATION OF CLAIMS**

To enable claims to be dealt with promptly, the Assured or their Agents are advised to submit all available Supporting documents without delay, including when applicable:-

1. Original policy or certificate of insurance.
2. Original or copy of shipping invoices and Packing List and/or Weightment Notes.
3. Original Bill of Lading and/or other contract of carriage.
4. Survey report and other documentary evidence (Damage/Non- Delivery Certificate) to show the extent of the loss or damage.
5. Landing Remarks and Weightment Notes at final destination.
6. Correspondence exchanged with the Carriers and other Third Parties regarding their liability for the loss or damage along with copies of Notice of Claim on the Carriers/Third Parties and Receipted A/D Card/Postal Registration Receipt.

32. Hijacking Clause

Excluding hijack and any attempt threat.

33. **Piracy Exclusion Clause**

Excluding loss of or damages on account of piracy and the operation of like nature.

34. **Hook Damage Clause**

Excluding Hook damage

35. **Average Clause**

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Different type of Average clause prevalent in the market are given below

1. If the property covered under the policy, shall at the time of loss be collectively of greater value than such sum insured, then the insured shall be considered as being his own insurer for the difference, and shall bear rateable share of the loss accordingly.

2. This Insurance is subject to application of average clause/Under Insurance Clause. In the event of the sum insured at the time of the loss being less than the total value of the insured interest, the Assured shall only be entitled to recover only such proportion of loss as the sum insured bears to the total value of the insured item.

3. This Policy is subject to Average, that is to say, if the actual value of the Subject Matter Insured at the time of any loss be greater than the sum insured under the Policy, the Insured shall only be entitled to claim the proportion of the loss as the sum insured under the Policy bears to the actual value.

4. If at the date of any loss and/or damage to the property at risk at any one location, or the total value at risk floating overall locations as specified herein shall be of greater value than the limits of liability then the Assured shall be considered as being his own Insurer for the difference and shall bear a rateable share of the loss or damage accordingly.

36. **'INCREASED VALUE' INSURANCE CLAUSE**

Different type of 'INCREASED VALUE' INSURANCE CLAUSE prevalent in the market are given below

1. This insurance is on increased value by reason of the Market Value of the goods at destination on the date of landing being higher than the CIF and Duty value of the cargo and is subject to the same clauses and conditions as the primary insurance on the cargo and to pay____% of the actual loss suffered in the market or realisable value of the cargo not exceeding _____% of the sum Insured of Rs. _____ because of the operation of an insured peril after taking credit for claims recovered under the primary cargo (CIF value) insurance and Duty insurance for the cargo.

   Warranted that:
   (a) This policy is not assignable.

   (b) No claim shall be paid for "Increased Value" until the claim under the primary Marine Insurance policy covering the cargo is payable and proof of liability for loss under that policy shall be furnished to the Company. This provision need not apply to cases where the cargo has been insured overseas due to contractual obligation.

   (c) This is not a "valued" policy as defined in the Marine Insurance Act, 1963. If the total insured value under the Cargo Policy covering CIF value, the Duty Policy and all Increased Value policies together shall exceed the Market Value of the goods at destination, then the claim payable together shall not exceed the specified proportion of the Market Value of the goods at destination. This insurance will pay in the same proportion as the sum insured hereunder bears to the total insurance on increased value policies. Where the total sum insured under the relative CIF value insurance policy Duty policy and all policies, for increased values is less than the Market or realisable value of the cargo in good condition at destination the Assured, shall be considered to be his own insurer to the extent of such shortfall in sum insured.

   (d) In the event of a claim under this Policy, immediate notice of loss shall be given to the Company and a reasonable opportunity given to the Company to survey and assess the loss. The Assured shall co-operate with the Company and take all reasonable measures to minimise or prevent a loss.

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(e) This insurance shall not pay any part of General Average Contributions or Salvage Charges arising from any casualty whatsoever.

2. Underwriters hereby agree to accept, when required, pro-rata additional lines on increased value by payment of Duties and/or Charges at destination on the basis of up to 100% on the insured value of the cargo such amounts to be accepted irrespective of amounts closed on Cargo against this Cover at 50% of the Cargo rates, subject to Increased Value Clause as follows:

   Increased Value: "On increased value of cargo by reason of payment of duty at port or ports of destination.

   Subject to the same clauses and conditions as the insurance on cargo and to pay the same percentage of loss (excluding charges and expenses) as may be paid thereon, but excluding claims in respect of:
   (a) Total Loss of whole or part of the cargo prior to the duty becoming payable.
   (b) General Average, Salvage and/or Salvage Charges arising from any casualty occurring prior to the duty becoming payable.

   In ascertaining the amount of claim recoverable hereunder, credit shall be given for any rebate or refund of duty which may become allowable".

3. To cover Increased Value of cargo by reason of payment of duty and/or taxes at the port or place of destination but to apply only as such duty and/or taxes are imposed.

   Subject to the same clauses and conditions as the insurance on cargo and to pay the same percentage of loss (excluding charges and expenses) as the original insurance but excluding claims in respect of:
   (a) Total loss of whole or part of the cargo prior to the duty and/or taxes becoming payable.
   (b) General Average, Salvage and/or Salvage Charges arising from any casualty occurring prior to the duty and/or taxes becoming payable.

   Liability hereunder shall be calculated on the actual amount of duty and/or taxes paid or the amount insured whichever is the lower, and in ascertaining the amount of claim recoverable hereunder credit shall be given for any rebate or refund of duty and/or taxes which may become allowable.

   Warranted that the Assured will use reasonable efforts to obtain abatement or refund of duties and/or taxes paid or claimed in respect of goods lost, damaged or destroyed, and when Underwriters so elect shall surrender any portion of the merchandise to the Customs and/or other Authorities concerned in which event the claim hereunder shall be for the value of the said merchandise so surrendered and the expenses incidental thereto.

4. On increased value of cargo as described herein (whether such cargo is insured herein or otherwise) by reason of liability for and/or payment of freight and/or duty and/or any charges on arrival at the place where these or any of them may become due.

   This Policy covers all the risks and embodies all the liberties clauses and conditions of the insurance on the cargo referred to above and is to be for the duration of such insurance on such cargo.

   This Policy is to pay the same proportion of the amount of insurance hereunder as the sum on the cargo insurance referred to above bears to the amount of such cargo insurance except until the liability to pay freight and/or duty and/or charges arises this Policy only covers Particular and/or General Average loss (other than liability for General Average expenditure) of the cargo referred to above.

   Should the liability to pay freight and/or duty and/or charges be extinguished or diminished, then

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this insurance in proportion of such extinction or diminution shall be deemed to be reduced.

5. Underwriters hereby agree to accept when required and irrespective of the amounts closed on cargo against this cover, pro rata additional lines on Increased Value in excess of the insured value of the cargo at cover rates, terms and conditions, without benefit of Salvage.

37. **Increased Value upon Arrival Clause (1)**

On Increase Value of Cargo as described herein (whether such cargo is insured herein or otherwise) by reason of liability for and/or payment of freight and/or duty and/or any charges on arrival at the place where these or any of them become due.

This Policy covers all risks and embodies all the liberties clauses and conditions of the insurance on the cargo referred to above and is to be for the duration of such insurance on such cargo.

This Policy is to pay the same proportion of the amount of insurance hereunder as the sum paid on the cargo insurance referred to above bears to the amount of such cargo insurance except that until the liability to pay freight and/or duty and/or charges arising this Policy only covers particular and/or general average loss (other than liability for general average expenditure) of the cargo referred to above.

Should the liability to pay freight and/or duty /or charges be extinguished or diminished, then this insurance in the proportion of such extinction or diminution shall be deemed reduced.

38. **Mechanical, Electrical and Electronic Derangement clause**

Different type of Mechanical, Electrical and Electronic Derangement clause prevalent in the market are given below

1. Excluding loss or damage due to mechanical, electrical or electronic derangement unless caused by insured peril

2. Excluding loss or damage due to mechanical, electrical or electronic derangement unless caused by ITC B peril.

3. Excluding loss or damage due to mechanical, electrical or electronic derangement unless caused by ICC B peril.

4. Excluding loss or damage due to mechanical, electrical or electronic breakdown or derangement unless caused by a peril insured against under the terms of this policy and there is corresponding evidence of an external damage.

5. Excluding loss or damage due to mechanical, electrical or electronic derangement unless there is evidence of external derangement to the insured item or its packing.

6. Including mechanical, electrical & electronic derangement provided such loss or damage is proximately caused by external impact damage.

7. Excluding Mechanical and/or Electrical Derangement from any cause.

39. **Labels Clause**

Different type of Labels clause prevalent in the market are given below

1. Warranted that in the event of a claim resulting in damage to labels or wrappers only, the Insurer's liability shall be limited to an amount sufficient to pay the cost of new labels and wrappers and the cost of repacking the goods, but in no event shall the Insurer be liable for more than the insured value of the damaged merchandise.

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2. In case of damage from perils insured against affecting labels only, loss to be limited to an amount sufficient to pay the cost of new labels and cost of re-labeling the goods provided the damage will have amounted to a claim under the terms of the policy.

3. Used in the case of labeled tins, cans, etc.
In case of damage from perils insured against affecting labels only, loss to be limited to an amount sufficient to pay the cost of reconditioning, cost of new labels and cost of relabelling the goods, provided the damage will have amounted to a claim under the terms of the Policy.

4. It is hereby understood and agreed that in the event of damage affecting labels, capsules or wrappers Underwriters, if liable therefore under the terms of this Policy, shall not be liable for more than an amount sufficient to pay the cost of new labels, capsules or wrappers, and the cost of reconditioning the goods, but in no event shall Underwriters be liable for more than the insured value of the damaged merchandise.

5. In case of damage from perils insured against affecting labels, cartons, capsules and/or wrappers only, loss to be limited to an amount sufficient to pay the cost of reconditioning, cost of new labels, cartons, capsules and/or wrappers, and relabeling and/or repacking of goods and including forwarding charges. In no event shall Underwriters be liable for more than the insured value of the damaged merchandise.

40. **Limitation of Indemnity Clause**

In the event of loss or damage, the indemnity hereunder shall be limited to the actual cost of replacing or repairing the lost or damaged item plus freight and charges if applicable, but shall in no case exceed insured value hereunder.

41. **Loading and Unloading Clause**

Different type of Loading and Unloading clause prevalent in the market are given below

1. This insurance is extended to include all loading and unloading risks.

2.

    1. Including loss or damage to the goods, as per Institute Cargo Clauses (A) during loading onto carrying conveyance immediately prior to dispatch and unloading from carrying conveyance immediately after arrival at the Assured's or Consignee's premises and in the case of containers, during the stuffing immediately prior to dispatch and destuffing thereof immediately after arrival at the Assured's or Consignees premises.
    2. The Transit Clause of the Institute Cargo Clauses is extended to cover the subject matter insured from the time of loading onto the road conveyance for the commencement of transit and continues in accordance with the Clause throughout the ordinary course of transit and until unloaded at the place where this insurance terminates.
    3. This Insurance is extended to include all loading & unloading risks.
    4. Including during loading onto the carrying conveyance immediately prior to dispatch and unloading from the carrying conveyance immediately after arrival at the consignees' premises.

42. **Denting, Chipping, Peeling, Twisting, Scratching, Bending Exclusion Clause**

Different type of Denting, Chipping, Peeling, Twisting, Scratching, Bending Exclusion clause prevalent in the market are given below

1. Excluding loss or damage due to Denting, Chipping, Peeling, Twisting, Scratching, Bending unless caused by insured peril.

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2. Excluding loss or damage due to mechanical Denting, Chipping, Peeling, Twisting, Scratching, Bending unless caused by ITC “B” peril.

3. Excluding loss or damage due to Denting, Chipping, Peeling, Twisting, Scratching, Bending unless caused by ICC “B” peril.

43. Moth and Vermin Damage Exclusion Clause

Excluding loss or damages due to moths, rats and other vermin.

44. Mould and Mildew Exclusion Clause

Different type of Mould and Mildew Exclusion clause prevalent in the market are given below

1. Excluding loss or damages due to mould and Mildew.

2. Excluding mould, mildew & infestation unless caused by the perils insured under Institute Cargo Clauses

3. Excluding the risks of mould, mildew &/or infestation unless attributable to &/or caused by fire, explosion &/or the vessel being stranded, grounded, sunk or capsized.

4. Including the risks of mould, mildew & infestation caused by identifiable, accidental, external means. Mould, mildew & infestation caused by atmospheric exposure is not damage caused by accidental, external means and shall hence not be under the scope of cover of the Policy.

5. Excluding mould, mildew & infestation unless caused by a peril insured against.

6. Excluding mould, mildew & infestation unless caused by the vessel being stranded, sunk, burnt, on fire or in collision.

7. Excluding mould, mildew & infestation unless caused by the perils insured under Inland Transit (Rail or Road) Clause-B.

45. **Deck Cargo Warranty**

Warranted cargo carried on deck covered subject to ICC-C terms unless carried in fully enclosed metal container.

46. Under Deck Warranty

Warranted cargo shipped under deck.

47. New Drum Warranty

Warranted cargo carried in new drums

48. Onus of Proof Clause

In any claim and/or any action suit or proceeding to enforce a claim for loss or damage hereunder, the burden of proving that the loss is recoverable under the policy and that no warranty or condition has been breached and that no exclusion applies shall fall upon the insured.

49. Over Carriage Clause

In case of over carriage interest held covered to destination at premium to be arranged

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including transshipment if any

50. Picking Clause

It is hereby understood and agreed that the damaged portion be picked out and undamaged portion be used. It is further declared that insurance shall pay cost of picking and rebailing for both sound and damaged material, provided the loss is caused by an insured peril under the policy. It is further declared and agreed that insurer's liability is restricted to insured value of packing less salvage proceeds of the picked material.

51. **Pitting and Oxidisation Exclusion Clause**

Excluding the risk of pitting and oxidization (unless caused by a peril insured against)

52. Postal Sendings Clause

Different type of Postal Sendings clause prevalent in the market are given below

1. risk to commence from the time the package leaves premises of the Assured and/or storage areas anywhere in the world and/or their authorized agents and to continue until delivery by the Postal Authorities to the addressee or his/their representatives and to include cover for the return journey if for reasons beyond the control of the Assured the goods are returned by the Postal Authorities.

2. Institute Cargo Clauses (A) Cl. 252
but clauses 4 (4.6), and 5 (5.2) are deemed to be deleted
Clauses 8, 9 & 10 DURATION are deemed to be replaced by the following:

   DURATION
   This insurance attaches as the subject-matter insured and any part thereof leaves the premises of the senders at the place named herein for the commencement of the transit and continues during the ordinary course of transit and terminates either:

   upon delivery by the postal authorities to the addressee and/or his servants
   or
   on the expiry of 20 days from the date of notice of delivery sent by the postal authorities to the addressee.

   If for reasons beyond the control of the Insured and/or his agents and/or the addressee the goods are returned or forwarded to another destination by the postal authorities, it is agreed that this insurance shall remain in force subject to prompt notice being given to Underwriters and continuation of cover is requested, and subject to an additional premium if required.

   This insurance excludes any period during which the subject-matter insured is in packers' premises.

   Where, after attachment of this insurance, the destination is changed by the Insured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to Underwriters.

   Institute War Clauses Cl. 257 (Sendings by Post)
   Institute Strikes Clauses (Cargo) Cl. 256
   but clauses 3 (3.6), 4 (4.1) and 4 (4.2) are deemed to be deleted. Clauses 8, 9 & 10 DURATION are deemed to be replaced as above

53. **Process Clause**

Different type of Process clause prevalent in the market are given below

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1. No claim to attach hereto for damage to goods insured which may be sustained whilst the same is under any process and directly resulting therefrom.

2. No claim to attach hereto for loss and/or damage to property hereby insured which may be sustained whilst the same is under a process and directly resulting there from except in the case of fire and/or explosion.

3. This insurance remains in full force whilst the Subject Matter insured is under any process but in no case shall extend to cover damage thereto solely caused by such process.

4. This insurance remains in full force whilst the Subject Matter insured is under any process but in no case shall extend to cover damage thereto solely caused by such process.

   Provided that such exclusion is not applicable to equipment during transit trials and/or tilt-testing but the cover hereunder in respect thereof shall exclude electrical, electronic and/or mechanical derangement and/or damage due to vibration, within the normal practices of the Assured, unless otherwise agreed by underwriters.

5. "No Claims to attach hereto for loss or damage except where caused by fire and allied perils, burglary and theft, whilst the interest insured is undergoing any process or directly resulting therefrom".

6. It is hereby noted and agreed that the loss, damage or destruction directly caused by any risk of trade, manufacturing process and/or treatment and/or usage or demonstration is specifically excluded.

54. **Professional Packing Warranty**

    Warranted professionally packed.

55. **Proof of Posting Warranty**

    Warranted proof of posting required in the event of loss.

56. **Proof of Value Warranty**

    Warranted proof of value required in the event of a loss.

57. **Refrigerating Machinery Breakdown Clause**

    Different type of Refrigerating Machinery Breakdown clause prevalent in the market are given below

    1. Insurance includes loss or damage (material deterioration) resulting from breakdown of refrigerating machinery of the carrier for a period of 24 consecutive hours.

    2. Excluding loss or damage to the cargo on account of breakdown of refrigerating machinery unless such breakdown has resulted on account of accident to the carrier.

58. **Cold Chain Exclusion Warranty**

    Excluding loss or damage to the cargo on account of breakdown of cold chain unless such breakdown has resulted on account of accident to the carrier.

59. **Refused Shipment Clause**

    In the event of refusal or inability of the insured or other consignee to accept delivery of cargo insured hereunder, this insurance is extended to cover such shipments during delay and/or return or until

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otherwise disposed off.

60. **Rejection Exclusion Clause**

Excluding rejection risk absolutely.

61. **Repairs effected by the Assured**

It is hereby understood and agreed that where repairs in respect of loss or damage covered hereunder are effected by the Assured, the claim is to include repair costs calculated on a basis which shall not exceed that used in accordance with assured's normal practice for repair work undertaken for third parties.

62. **Returned Shipment Clause**

Different type of Returned Shipment clause prevalent in the market are given below

1. In the event of shipment insured under this policy being returned for any reason, such shipments are covered continuously hereunder until disposed off by the insured. However, this clause does not extend to include return shipments of insured's interest for refurbishment and/or reconditioning and/or repair other than following loss or damage resulting from the original transit insured hereunder.

   Report of such return shipments to be made by insured to the insurer as soon as practicable after they have knowledge of the same.

2. In the event of shipments insured under this Policy being returned for any reason such shipments are covered continuously hereunder, including whilst in warehouse or elsewhere until finally disposed of by the Insured; however, this clause does not extend to include return shipments of insured interest for refurbishment and/or reconditioning and/or repair other than following loss or damage resulting from the original transit insured hereunder.

   Reports of such return shipments to be made to Insurers by the Insured as soon as practicable after they have knowledge of same.

   The Insured to endeavour to ensure that the returned goods are suitably packed for the return journey.
   Where cover has reattached in accordance with Seller's Interest Clause, returned goods shall be covered hereunder on full cover conditions until finally disposed of by the Insured.

   These risks are held covered at rates to be agreed, subject to Insurer's agreement regarding the overall extension period required and subject to individual details of each case as may arise.

   In those cases where returned goods were not insured under this Policy for the outward voyage or where cover under this Policy has not been continuous, then it is agreed that shipments are held covered subject to the Institute Cargo Clauses (B) including heavy weather damage and loss overboard at rates to be agreed and the Institute War and Strikes Clauses.

3. Shipments upon which delivery to the Assured and/or Consignee cannot be accomplished because of refusal of acceptance, recall and which are returned for this or any other reason are held covered while at risk of the Assured until sold or otherwise disposed of, subject to terms and conditions of ICC(C) Clause.

4. In the event of subject-matter/cargo/merchandise insured under this Policy being returned to the Consignor for any reason such shipments are covered continuously hereunder including whilst goods/subject matter/merchandise are stored awaiting on-shipment to an alternative buyer and/or

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returned to the original consignor or other nominated destination for up to a maximum of 60 days or until finally disposed of by the Assured/Insured, whichever shall first occur.

Reports of such returned shipments to be made to Underwriters as soon as known to the Assured.

The cover for returned shipments to be restricted to Institute Cargo Clauses-B/C- including the risks War & SRCC OR I T C B/C as per relevant Institute Clauses/Transit Clause and Non delivery of the entire consignment.

Rate for Returned Shipment to be agreed to by the Underwriters/Insurers.

5. In the event of refusal or inability of the Assured, or other consignee, to accept delivery of merchandise insured hereunder, this policy is extended to cover, subject to Institute Cargo Clauses-B/C, during delay and/or return and/or until otherwise disposed of; provided the Assured reports the facts of such situations as soon as it has knowledge of them.

63. **Rust Oxidization and Discoloration Exclusion Clause**

Different type of Rust Oxidization and Discoloration Exclusion clause prevalent in the market are given below

1. Excluding loss or damage due to Rust Oxidization and Discoloration unless caused by insured peril

2. Excluding loss or damage due to Rust Oxidization and Discoloration unless caused by ITC “B” peril.

3. Excluding loss or damage due to Rust Oxidization and Discoloration unless caused by ICC “B” peril.

4. Excluding loss or damage due to Rust Oxidization and Discoloration unless caused by the vessel being stranded, sunk, burnt on fire or in collision.

5. Excluding rust, oxidation & discoloration (ROD) losses from cargo delivered in externally sound condition.

6. Including the risks of rust, oxidation & discoloration caused by identifiable, accidental, external means. ROD caused by atmospheric exposure is not damage caused by accidental, external means and shall hence not be under the scope of cover of the Policy.

64. Rust Oxidization, Discoloration Moisture Contamination Moth Mildew and Parasitical infestation Exclusion Clause

Different type of Rust Oxidization, Discoloration Moisture Contamination Moth Mildew and Parasitical infestation Exclusion Clause prevalent in the market are given below

1. Rust Oxidization, Discoloration Moisture Contamination Moth Mildew and Parasitical infestation unless caused by ITC B peril.

2. Rust Oxidization, Discoloration Moisture Contamination Moth Mildew and Parasitical infestation unless caused by ICC B peril.

3. Rust Oxidization, Discoloration Moisture Contamination Moth Mildew and Parasitical infestation unless caused by ICC C peril.

65. **Salvage waiver clause**

Insurers agree to waive rights of salvage on any branded interest which has received damaged under loss within the terms of this policy and where it is found impracticable to remove or destroy assured’s

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connection therewith, such interest to be destroyed under the supervision of the surveyor appointed by the insurer.

66. **Seals Intact Clause**

In respect of shipment in container, curtain sided trailers or full truck load, provided documentary evidence is produced to substantiate the quantity loaded in a container trailer or vehicle, the fact that the container, trailer or vehicle seal is intact at point of unloading shall not invalidate claims for theft, pilferage, shortage and non-delivery.

67. Sellers' Interest

Different type of Sellers' Interest clause prevalent in the market are given below

1. In respect of those exports sold on F.O.B., C.&.F. or similar terms and where the Assured are not obliged or instructed to arrange insurance hereunder, but excluding F.O.B. or C.&.F. Sales made through confirming houses and the like and where full payment is received before shipment, the following shall apply.

   (1) This insurance is to cover the interest of the Assured as seller of goods in respect of those consignments sold on 'free on board' and 'cost and freight' terms despatched on or after the commencement date appearing in the Policy.

   (2) This insurance commences from the attachment of the Assured's interest in the goods but unless otherwise specifically agreed not prior to the time the goods are set in motion in the Assured's and/or Sub-Contractor's Premises, Storage Depots and/or Warehouses for the commencement of Transit and terminates when the goods are delivered into the carrying vessel at the port of place of loading. Including all Loading and Unloaded Risks.

   During this transit this insurance is subject to the standard Marine Policy Form incorporating cover against perils as per contract wording and Institute Strikes Clauses.

   (3) Thereafter cover re-attaches retrospective to the commencement of the transit if one or more of the following contingencies occur:-
   (a) the buyer fails or refuses to accept the shipping documents.
   (b) the buyer fails or refuses to accept the goods where such failure or refusal arises:
   (i) from or in connection with any error or omission on the part of the Assured with respect to the contract of sales;
   (ii) from the failure or inability of the buyer to obtain authority to import the goods where it is necessary under the regulations of the buyer's country in force at the date of sale contract to obtain due authority to import the goods and/or to pay for them as contracted and invoiced.
   (c) the Assured exercises a lien on the goods, or interrupts their transit, or suspends the sale contract whilst the goods are in transit, when this is reasonable to safeguard his interests.

   (4) The Assured must use all reasonable and usual care, skill and aforethought and take all practical measures, including measures which may be required by the Insurers to prevent or minimise loss, and to enforce the contract of sale.

   (5) All rights and benefits against the buyer and/or the buyers insurers, and/or carrier(s) and/or persons are to be subrogated to the Underwriter.

   (6) The Assured must advise the Underwriter immediately of the occurrence of any of the contingencies in Clause 3 above.

   (7) Delay and/or Deviation are held covered at an additional premium to be agreed. This overrides any term, condition or clause to the contrary in the Policy or in the Institute Clauses

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incorporated herein by reference.

(8) This insurance and any money payable under it is not assignable without the consent in writing of the Underwriter.
(9) The existence of this Insurance is not to be disclosed to the buyer.

(10) In circumstances where the Buyer's Insurers have settled a claim but where the buyer is unable to effect payment of the Assured's invoice in full or in part, due to foreign exchange regulations, Underwriters hereunder agree to advance the unpaid amount to the Assured, provided the Assured subsequently takes all reasonable steps to recover the unpaid amount from the Buyer, in order to reimburse Underwriter.

2. The goods described in this Policy are insured subject to the attached Clauses against the risks specified but this insurance covers Sellers' Interest only.
This Insurance protects any shipment which according to the contract of sale has been sold C&F or FOB or on similar terms and should be insured by the consignee for the transit as defined by this cover, but,

(a) the shipments and/or the documents of title thereto have been refused and not taken up by the consignee and thus remained the property of and/or at the risk of the Insured herein,
or
(b) the transfer of title to the overseas buyer or consignee, as the case may be, is prevented or the title reverts by reason of the exercise of the right to stoppage in transit,
or
(c) the title, for other legitimate reasons, is not transferred to the buyer.

All rights and benefits which the Insured herein may possess in respect of the buyer's insurance shall be subrogated to Underwriters.

Some versions add the following.

Excluding claims herein by reason of Government action and for regulation preventing transfer of currency.

3. The goods described in this Policy are insured subject to the attached Clauses against the risks specified but this insurance covers Sellers' Interest only.

(i) This insurance is to indemnify the Insured for any loss in respect of any goods and/or merchandise of any description in which they have an interest.
(ii) The Insured agrees to declare and the Insurers bind themselves to accept the insurance of the said goods against risks of physical loss or damage as per the coverage provided for in this Policy if one or more of the following contingencies occur:
    a. the buyer fails or refuses to accept the shipping documents or fails to pay for the goods;
    b. the buyer fails or refuses to accept the goods where such failure or refusal arises:
        i) from or in connection with any error or omission on the part of the Insured with respect to the contract of sale:
        ii) from the failure or inability of the buyer to obtain authority to import the goods where it is necessary under the regulations of the buyer's country in force on the date of sale/contract to obtain due authority to import the goods and/or to pay for them as contracted and invoiced;
    c. the Insured exercises a lien on the goods or interrupts their transit or suspends the sale contract whilst the goods are in transit, when this is reasonable safeguard his interests
(iii) The Insured must use all reasonable and usual care skill and forethought and take all practical measures, including measures which may be required by the Insurers, to prevent or minimise loss and to enforce the contract of sale.

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(iv) The Insured must advise the Insurers immediately of the occurrence of any of the contingencies in Clause (ii) above.
(v) Delay and/or deviation are held covered at an additional premium to be agreed. This overrides any terms, conditions or clauses to the contrary in the Policy of the Institute. Cargo Clauses incorporated herein by reference.
(vi) The existence of this insurance is not to be disclosed.
(vii) This insurance also includes shipments which have been insured elsewhere but on terms and conditions which are more restricted than the coverage afforded by this Policy. Insurers hereon only to pay those claims not recoverable under such other insurance(s).

4.

(1) This Insurance is to cover the interest of the Assured as seller of goods in respect of those consignments sold on FOB and/or C&F terms despatched on or after the commencement date appearing in the Policy.

(2) This insurance attaches from the time the goods leave the warehouse or place of storage at the place named in the Policy for the commencement of the transit and terminates when the goods are delivered into the carrying vessel at the port or place of loading.
During this transit this insurance is subject to the Standard Marine Policy Form incorporating cover against perils as per contract wording and Institute S.R.C.C. Clauses.

(3) Thereafter cover reattaches retrospectively to the commencement of the transit with the addition of the risks of war as per Institute War Clauses if one or more of the following contingencies occur:
   (a) the buyer fails or refuses to accept the shipping documents;
   (b) the buyer fails or refuses to accept the goods where such failure or refusal arises:
      i) from or in connection with any error or omission on the part of the Insured with respect to the contract of sale;
      ii) from the failure or inability of the buyer to obtain authority to import the goods where it is necessary under the regulations of the buyer's country in force on the date of sale/contract to obtain due authority to import the goods and/or to pay for them as contracted and invoiced;
   (c) the Insured exercises a lien on the goods or interrupts their transit or suspends the sale/contract whilst the goods are in transit when this is reasonable to safeguard his interests.
(4) The Insured must use all reasonable and usual care skill and forethought and take all practical measures, including measures which may be required by Underwriters, to prevent or minimise loss and to enforce the contract of sale.
(5) All right and benefits against the buyer and/or the buyer's insurers and/or carriers and/or other persons are to be subrogated to Underwriters.
(6) The Insured must advise Underwriters immediately of the occurrence of any of the contingencies in Clause 3 above.
(7) Delay and/or deviation are held covered at an additional premium to be agreed. This overrides any term, condition or clause to the contrary in the Policy of the Institute Cargo Clauses incorporated herein by reference.
(8) This insurance and any money payable under it are not assignable without the consent in writing of Underwriters.
(9) The existence of this insurance is not to be disclosed to the buyer.

5. The goods described in this Policy are insured subject to the attached Clauses against the risks specified, but this insurance covers Sellers' Interest only and is to cease when the property passes to the Buyer.
Claims in respect of loss of or damage to the goods shall be payable hereunder only if and up to the extent that the Buyer fails to pay for such lost or damaged goods. Underwriters to be subrogated to the Insured's rights against buyer as well as other parties.
This Policy is for account of the Seller only. Any assignment of the Policy or of any interest or claim shall discharge Underwriters from all liability whatsoever.

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1. The Insured must use all reasonable and usual care, skill and forethought and take all practical measures, including measures which may be required by Underwriters, to prevent or minimise loss and to enforce the contract of sale.
2. The Insured must advise Underwriters immediately of the occurrence of any of the contingencies.
3. The existence of this Insurance is not to be disclosed to the Buyer.

6. It is agreed when required that where goods are sold on a C&F basis the following conditions are to apply:

   Institute Cargo Clauses (All Risks) and other clauses as per Contract but this Insurance covers Seller's Risk only.

   Claims in respect of loss of or damage to the goods insured shall be payable only if, and to the extent that, the Buyer fails to pay for such lost and/or damaged goods as the result of a peril insured against.

   Underwriters to be subrogated to the Assured's rights against the Buyer as well as other parties.

   Any assignment of this Policy or of any interest or claims hereunder shall discharge Underwriters from all liability whatsoever.

   Warranted the existence of this Insurance shall not be disclosed to the Buyer.

   The above held covered rates to be agreed.

7. In respect of goods sold on an FOB or C&F basis.
   1. The goods described in this contract are insured subject to contract conditions but this insurance covers Seller's Interest only.
   2. Claims in respect of loss of or damage to the goods shall be payable only if and to the extent that the buyer fails to pay for such lost or damaged goods.
   3. Underwriters to be subrogated to Assured's rights again the Buyer as well as other parties.
   4. Any assignment- of this Policy or of any interest or claim hereunder shall discharge Underwriters from all liability whatsoever.
   5. This insurance not to be divulged to Buyer.
   6. Warranted this insurance not to be deemed a double insurance.
   7. Should the Assured become aware that the Consignee has failed to take up goods or documents or both and advises Underwriters promptly then this insurance is converted to a primary one subject to contract terms and conditions on behalf of the Assured and shall remain in force subject to an additional premium until such time as the goods are either:
      (a) finally taken up
      or
      (b) otherwise disposed of, including reshipment.
   8. Excluding claims herein by reason of Government action and for regulation preventing transfer of currency.

8. This Insurance is only to cover Seller's Interest on FOB., C.& F. or similar sates and is to cease when the interest is paid for by the Buyer Claim are to be limited to the extent that the Buyer fails to pay for lost or damaged goods and Underwriters are to be subrogated to the Assured’s rights against Buyers as well as other parties.

68. **Shortage or leakage Excess Clause**

Different type of Shortage or leakage Excess clause prevalent in the market are given below

1. Risk of shortage or leakage payable in excess of

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2. Including leakage, shortage, loss in weight from any source whatsoever arising but in excess of____% each tank value or on the whole value unless recoverable under Institute Cargo Clauses "C".

   Warranted loading discharge operations supervised by surveyors appointed by underwriters at Assured's cost.

69. **Spotting exclusion clause**

Excluding loss or damage on account of spotting.

70. Stains Exclusion clause

Excluding loss or damage on account of Stains.

71. Sweating and Heating Exclusion Clause

Excluding loss or damage on account of sweating and heating.

72. Sweating, Heating and Fresh water damage exclusion clause

Excluding loss or damage on account of Sweating, Heating and Fresh water.

73. Total loss of vessel only (cargo) clause

Insurance to pay as may be paid on Cargo Policies in the event of total loss of vessel only.

74. **Unattended Vehicle Warranty**

Warranted carrying vehicle fully locked, properly fastened and secured with alarms and immobilizers engaged when left unattended and not left in the open at night if loaded with the insured interest.

75. Restricted cover clause

Different type of Restricted cover clause prevalent in the market are given below

1. It is warranted that the cover under the policy shall cease on arrival of the vessel at the following ports / airports:
   Afghanistan, Albania, Algeria, Armenia, Bangladesh, Benin, Bhutan, Bosnia- Hercegovina, Burkina, Croatia, Cuba, Gaza Strip, Iraq, Lebanon, Libya, Lithuania, Macedonia, Mauritius, Myanmar, Nepal, Pakistan, Somalia, Sri Lanka, Syrian Arab Republic, Vanuatu and all countries of African Continent & all CIS countries.
   For transit by rail / road in respect of Myanmar, Nepal, Bhutan, Bangladesh & Pakistan the cover shall cease on arrival vehicle / railway wagon at the Indian border'

2. It is warranted that the cover under the policy shall cease on arrival of the vessel at the destination airport

3. It is warranted that the cover under the policy shall cease on arrival of the vessel at the destination port.

4. It is warranted that the cover under the policy shall cease on arrival of the vehicle at the Indian border.

5. It is warranted that the cover under the policy shall cease on arrival of the railway wagon at the Indian border.

76. Minimum & Deposit Premium Clause

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The policy is subject to M&DP (Minimum & Deposit Premium) of 100% of the Annual Premium, including Service Tax, Education Cess & Stamp Duty). It is further agreed that in case any increase in Turnover is expected during the currency of this policy the additional premium at the agreed rate shall be paid on such increased turnover thus expected and such premium shall be considered as a components of M&DP. However adequacy of sum insured shall be maintained by the Insured at all times in the absence of which all benefits under the policy shall stand forfeited from the date the sum insured becomes exhausted. The Insurer shall have the privilege at any time during business hours to inspect the records of the company with respect to sendings / turnover falling within the terms and conditions of the Policy.

77. 50:50 CLAUSES

Different type of 50:50 clauses prevalent in the market are given below

1. In respect of the subject matter Insured hereunder consigned from outside India:

   - The insured hereby undertakes to inspect each item of the subject matter Insured upon arrival at the contract site for possible damage sustained during transit.
   - In the case of packed items which are to be left in their packaging until a later date the packaging is to be visually inspected for signs of possible damage and where such damage is visible the items are to be unpacked and inspected and any damage discovered reported to the Marine Insurers.
   - Where the packaging of any item shows no visible signs of damage to such item having been sustained during transit any subsequent damage discovered upon unpacking will be dealt by the Marine Insurers or the EAR Insurers according to whether it can be clearly established that such damage was caused before or after arrival at the contract site.
   - Where it is not possible to clearly establish whether the damage to an item was caused before or after arrival at the contract site it is hereby agreed that the cost of such damage shall be shared equally between the Marine Insurers and the EAR Insurers.

   Provided such a clause is included in the EAR Policy also.

2. It is agreed that any loss or damage discovered on opening containers, cases and/or packages shall be deemed to have occurred during the transit insured hereunder (and irrespective of attachment of Assured's interest) and shall be paid for accordingly unless proof conclusive to the contrary be established, it being understood that any containers, cases and/or packages showing signs of damage are to be opened immediately on the cessation of risk hereunder. It is further agreed that in event of loss or damage being discovered upon visual inspection on arrival at contract site, details of such to be notified promptly to Insurer(s) immediately.

   This shall, however, only apply where such loss or damage is discovered within 30/60/90/120 days (as specifically agreed) of the cessation of risk hereunder.

   Where loss or damage is discovered after the expiry of the above-mentioned period of 30/60/90/120 days and the resultant claim can reasonably be considered to be recoverable, wholly or in part, either under the Assured's CAR/EAR Insurance or the insurance hereunder, the loss shall be dealt with as follows:-

   A) Where the loss or damage can be clearly established that such loss or damage was caused before or after arrival at the contract site, the same shall be dealt with by the MARINE Insurer(s) or the CAR/EAR Insurer(s) as applicable.

   B) Where it is not possible to clearly establish whether the damage to an item was caused before or after arrival at the contract site it is hereby agreed that the cost of such damage shall be shared equally between the Marine Insurer(s) and the CAR/EAR Insurer(s).

   The deductible to be applied by the Marine Insurer(s) will be 50% of that shown herein under

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Marine policy.

78. **Special Contract or Private Carriers Warranty**

The liability of the Insurer shall be limited to a maximum of 75% of the assessed loss where the Consignment Note is issued limiting the liability of the Common Carriers, as defined in the Carriage By Road Act of 2007, in any respect by Special Contract duly signed by the Consignor, Consignee or by the duly authorized representative, Agents OR where the Consignment Note is issued by a Private Carrier or Freight Broker OR the vehicle belongs to the Assured(s).

This warranty would not apply where loss or damage has occurred whilst the goods are not in the custody of the Carriers.

79. **Speed Payment of Loss Clause**

No survey required on claims unlikely to exceed Rs.20, 000/-. Assured's own certification along with documents as under would be sufficient in respect of such claims.
(a) Invoice
(b) Packing List
(c) Claim against Carrier with Acknowledgement
(d) Documentary evidence to prove the loss such as exceptions taken on delivery or damage / shortage / non-delivery certificate from concerned Carrier / Bailee.

Further,
When the claim documents submitted demonstrate, and this Insurer and the Assured agree, that only the quantum of the claim is yet to be agreed, a payment on account will be made equal to 50% of the lower of the amount (i) claimed by the Assured or (ii) agreed to by this Insurer within ten (10) business days after such agreement.

80. Accumulation Clause

Different type of Accumulation clause prevalent in the market are given below

1. Should there be an accumulation of interest beyond the limits expressed in this Contract by reason of any interruption of transit and/or occurrence beyond the control of the Assured, or by reason of any casualty and/or at a transhipping point and/or in a connecting vessel or conveyance, then, provided notice is given to the Underwriters as soon as known to the Assured, the Underwriters shall be liable for the full amount at risk, but in no event shall they be liable for more than twice the Contract limit.

2. Should there be an accumulation of interest beyond the limits expressed in this Policy by reason of any interruption of transit and/or occurrence beyond the control of the Insured or by reason of any casualty and/or on connecting vessel or conveyance Underwriters shall be liable for the full amount at risk but in no event shall they be liable for more than twice the Policy limit.

3. Should there be an accumulation of interest beyond the limits expressed in this Policy by reason pf any interruption in transit and/or occurrence beyond the control of the Insured or by reason of any casualty and/or transshipping point and/or on a connecting steamer or conveyance, Underwriters shall hold covered such excess interest and shall be liable for the full amount at risk but in no event to exceed twice the Policy limit, provided notice be given to Underwriters as soon as known to the insured.

4. In the event that the amount at risk at any one location/ conveyance exceeds the limit expressed herein this contract/policy shall become a first loss insurance up to the amount of such limit.

5. In case the accumulation of interests in monetary value is beyond the limits expressed in this Policy for whatever reason beyond the control of the Assured, the Company shall be notified as soon as the same comes to the knowledge of Assured and Company shall hold such excess

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interest and shall be liable for the full amount at risk but in no event to exceed twice the Policy limit.

6. The limits of liability expressed in this Policy shall not apply in the event of accumulation of shipments in one port or place during transit due to circumstances outside the Assureds`/Insured's` control.
   The Company/Underwriters agrees to cover the excess amount up to the full value at risk, provided notice be given in all such cases as soon as known to the Assured/Insured's`, but in no event shall liability exceed 200% of the limits of liability expressed herein.

7. Should there be an accumulation of interest beyond the limits expressed in this section by reason of any interruption of the transit and/or an occurrence beyond the control of the Assured and/or by reason of any casualty and/or at a transhipping point and/or on a connecting vessel or conveyance it is agreed that such excess interest is covered hereunder subject to insurer's liability being limited to a maximum of twice the conveyance limits contained herein.

81. Change of Destination Clause

In case of voluntary change of destination and/or deviation and/or delay within and/or beyond the Assured's control, the insured goods are held covered hereunder subject to the Assured advise all such events to Underwriters upon coming to the knowledge of the Assured.
Underwriters agree to hold the Assured covered against the risk insured hereunder whilst in transit or storage until arrival at the final destination to which the goods are insured or until the goods no longer at the risk of the Assured, whichever may first occur.

82. Claims Clause

Notwithstanding that the ship owner or other carrier has failed to acknowledge or otherwise reply to correspondence from the Insured regarding their liability for loss or damage, it is hereby agreed that claims recoverable under this Contract will be settled by the Insurer on the production of all other reasonable supporting documents.

83. Container Demurrage Charges Clause

Different type of Container Demurrage Charges clause prevalent in the market are given below

1. This Contract shall cover demurrage charges and/or late penalties assessed against the Insured for the late return of containers when said containers are retained by the Insured at the instruction of the Insurer for inspection by the Insurer's Surveyor in investigation of loss or damage recoverable in this Contract. The time period for which the insurer shall be liable for said charges and/or penalties shall begin at the time the Insurer instruct the Insured to retain the containers for inspection and end at the time the Insurer's Surveyor instructs the Insured to return the container.

2. This Policy is extended to cover demurrage charges and/or late penalties assessed against, and paid by, the Assured for late return of containers when said containers are retained by the Assured at the instruction of the Company for inspection or investigation of loss or damage provided under this Policy subject to limit of Rs…… per event.

3. This policy shall cover demurrage charges and/or late penalties assessed against, and paid by, the Assured/Insured for late return of containers, trailers, railcars or liftvans when they are retained by the Assured/Insured at the instruction of the Insurer for inspection by the Insurer's surveyor in investigation of loss or damage.
   The time period for which the Assurer/Insurer shall be liable for said charges and/or penalties shall begin at the time the Insurer instructs the Assured/Insured to retain the containers for inspection and end at the time the Insurers surveyor instructs the Assured/Insured to return the containers.
   The liability of underwriters should not exceed Rs ……. per event.

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84. Insolvency Exclusion Clause

Different type of Insolvency Exclusion clause prevalent in the market are given below

1. It is agreed that the Insolvency Exclusion Clause appearing in the relevant Institute Clause is deleted and replaced by the following:
   'This insurance shall not cover loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject matter insured on board the vessel, the Assured are aware, or in the ordinary course of their business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage.'
   This exclusion shall not apply where the insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject matter insured in good faith under a binding contract'.
   Exclusion shall further not apply where Assured are not responsible for selection/charter of the vessel.

2. It is hereby agreed that the exclusion "loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel" is amended to read as follows:
   In no case shall this insurance cover loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel where the Assured are unable to show, prior to the loading of the subject-matter insured on board the vessel, all reasonable practicable and prudent measures were taken by the Assured, their servants and agents, to establish the financial reliability of the party in default.
   This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.

85. Insured Value Clause

The Insured value for goods purchased and/or sold by the Assured shall be 110% of Invoice Value of the Goods plus expenses incurred for Custom duties, Freight and all costs incurred up to receipt at the final receiving destination.
Additional costs incurred after the discharge of the goods at the port of destination or place of delivery including but not limited to Customs duty, Freight, Fees, and all other costs may be declared by the Assured and shall be included in the Insured Value, provided that these additional costs has not already been included in the Insured Value or determined aforesaid.

86. Landing, Warehousing and Forwarding Charges Clause

When landing, warehousing and forwarding charges are incurred by reason of a peril against, or the Insurer will pay landing, warehousing, forwarding and special charges to the port or places of destination.

87. Packaging & Containers Clause

Underwriters agree to hold the Assured covered against loss of or damage to packaging (including packaging materials, shipping containers, craters, pallets or the like) while carried during an Insured Transit caused by an insured event.

88. Packing Clause

In the event of a claim being made for loss or damage which is alleged to be caused by insufficiency or suitability of packing or preparation of the subject-matter insured, Insurers hereby agree that they will not use such alleged insufficiency or suitability as a defence against the claim in any case where the packing or preparation was carried out by a party other than the Named Assured and the insufficiency or suitability arose entirely without the Named Assured's privity or knowledge. For the

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purpose of this clause 'packing' shall be deemed to including stowage in a container and/or other similar intermodal methods of unit load. Including all loading/unloading risks.

The Assured agrees to assist Insurers in all respect to pursue rights of recovery against sellers and/or other third parties responsible for the loss or damage.

The above agreement is not to interfere with the insurers' rights of subrogation against packers and/or their insurers.

89. Sue and Labor Clause

In case of actual or imminent loss or damage, it shall be lawful and necessary for the Insured, their factors, servants or assigns, to sue labor and travel for in about the defense safeguard and recovery of the Interest, or any part thereof, without prejudice to this Contract nor shall the acts of the Insured or the Insurer in recovering, saving and preserving the Interest in case of loss or damage, be considered a waiver of acceptance of liability, to the charges whereof, the Insurer will contribute according to the rate and quantity of the sum hereon insured.

90. Pairs & Sets Clause

Different type of Pairs & Sets clause prevalent in the market are given below

1. Where an insured item consists of articles in a pair or set, the Assured shall not be entitled to recover more than the proportionate sum insured in respect of the particular part or parts which may be lost or damaged, without reference to any special value which such part or parts may have as forming a pair or set.

   In no event shall such loss or damage be construed to mean total loss of the pair or set.

2. In the event of loss or damage to articles forming part of a pair or set, this insurance is only to pay the proportionate insured value or the reasonable cost of repairs of such part or parts without reference to any special value which such article or articles may have as a part of a pair or set.

3. Where any insured item consists of articles in pair or set this Policy will not pay more than the value of any particular part or parts which may be lost without reference to any special value which such article or articles may have as part of such pair or set, nor more than a proportionate part (of the insured value) of such pair or set.

91. Self Survey Clause

No Survey required on claims upto Rs 20,000/-. Assured's own certification along with documents as under would be sufficient in respect of such claims.

(a) Photocopy of Invoice
(b) Photocopy of Lorry Receipt/Railway Receipt as applicable
(c) Photocopy of monetary claim letter against carriers duly acknowledged
(d) Documentary evidence to prove the loss such as exceptions taken on delivery or damage/shortage/non-delivery certificate from concerned Carrier/Bailee
(e) Claim Bill

The claims will be settled in full, based on the above documentation.

92. Clause for Export / Import Consignments

In respect of Road shipments to Myanmar, Nepal, Bhutan, Bangladesh & Pakistan the cover would terminate upon the insured cargo reaching the Indian border

93. Bagged Cargo Clause .

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'Excluding shortages from sound bags but including shortage from torn/burst bags with loss of quantity to be determined by the difference between the weight of the damaged bags (to which should be eventually added the weight of sweepings in their sound condition) and the average weight of an equal number of sound bags at destination selected at random by the attending surveyor (for comparison with the torn/burst bags)

The above basis to be used for computing shortage from torn/burst bags, whether fully or partially empty.
Subject to a policy deductible, if any.'

94. Loss Payee Clause

Different type of Loss Payee clause prevalent in the market are given below

1. Agreed that any Lender(s) sorting and/or Financiers and/or any other party wham the insured give instructions to include hereunder as a Loss Payee, are incorporated into this contract as a Lass Payee, far their respective rights and interest but only as far as any lasses which may be recoverable under the terms, condition's and clauses of this contract
.
2. Irrespective of invoice being in the name of the user, claim to be paid in the name of trader and NOC to be taken from the user.

3. Loss, if any, payable to the Assured or order.

95. International Maritime Dangerous Goods (IMDG) Code

The international Maritime Dangerous Goods (IMDG) Code was developed as uniform international code for the transport of dangerous goods by sea covering such matters as packing, container traffic and stowage, with particular reference to the segregation of incompatible substances

96. Subrogation Waiver Clause

Including waivers of subrogation against the Assured as defined herein and/or any party to whom such a waiver is given by the aforementioned in the course of their business.
Where the Assured are obliged as the result of subrogation proceedings on the part of cargo Underwriters to indemnity thirty parties and/or defend themselves against third party claims, such amount that the Assured are obliged to pay and/or all related costs of defence shall be reimbursed by the Underwriters hereunder.

97. Special Exclusion Condition for Imports/Exports

Notwithstanding anything herein stated to the contrary the policy excludes acts of piracy / hijacking / extortion / armed robbery / seizure in respect of cargo lost and / or damaged during any voyages / transit involving the Gulf of Aden or Somalian Territorial Waters

98. Delay Caused by GA

*Delay beyond reasonable time period for ordinary course of transit, beyond the control of insured resulting into loss of commercial value of cargo is agreed to be settled based on fulfillment of following events:
* Occurrence of peril of General Average / GA like event/ Piracy / Hijacking.
* Occurrence of such peril resulting in rejection of cargo by Consignee's country's Health Authority
* Basis of valuation for settlement of loss: Standard Cost of goods at Insured's Factory + Freight Paid on actual basis+ incidental charges if any.
* Total sum insured for such coverage during the policy period is not to exceed Rs. 50 Lakh and / or maximum per sending limits mentioned in the policy in any one single transit whichever is less.

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99. Contamination and/or Fumigation Clause (to be read in conjunction with Brands Clause)

In the event of the insured's merchandise placed in any mode of conveyance (rail/road/air/vessel) or any other place being fumigated and/or placed alongside any pollutant/poisonous material resulting in a direct/indirect loss or damage to insured's merchandise, the insurer/reinsurer agrees to indemnify the insured for such loss or damage, and the insured agrees to subrogate to the insurer/reinsurer any recourse that they may have for recovery of such loss or damage from others.

For the purpose of deciding the extent of direct/indirect loss, the Insured, exercising a reasonable discretion, shall be the sole judge as to whether the goods involved in such a circumstance or any loss hereunder are suitable for marketing and no goods deemed by the insured to be unfit for marketing shall be sold or otherwise disposed of except by the insured or with the insured's consent, but the Insured shall allow Insurers any salvage obtained on any sale or other disposition of such goods.

100. Letter of Credit Clause

Different type of Letter of Credit clause prevalent in the market are given below

1. Notwithstanding the Conditions of this Contract it is agreed, subject to the prior approval of Underwriters, that Certificates and/or Policies may be issued hereunder to enable the Assured to comply with the insurance requirements of any Letter of Credit and/or Sales Contract concerned, such agreement being conditional on the payment of any additional premium which may be required in the event that the cover required is wider than that provided by the current Contract Wording.

   It is also agreed that regardless of the conditions on which any Certificates and/or Policies may be issued pursuant to the foregoing, the Assured named herein shall continue to enjoy the full protection of this Contract.

2. Where the Insured is obliged to arrange insurance in accordance with any instructions contained in a Letter of Credit such cover is granted hereunder provided it does not exceed the provisions of the contract wording or is held covered at a premium to be agreed (by Underwriters).

   Notwithstanding the above and irrespective of the Letter of Credit requirements the interest of the Insured named herein shall always be protected hereunder against all risks covered by this contract wording

3. Notwithstanding the conditions of this contract it is agreed, subject to the prior approval of Underwriters that Certificates and/or Policies may be issued hereunder to enable the Insured to comply with the insurance requirements of any Letter of Credit and/or Sales Contract concerned, such agreement being conditional to the payment of any Additional Premium which may be required in the event that the cover required is wider than that provided by the current Contract Wording.

   It is also agreed that regardless of the conditions on which any Certificate and/or Policies may be Issued pursuant to the foregoing, the Insured named herein shall continue to enjoy the full protection of this Contract.

   Where required because of stipulations with the letter of credit it is agreed to issue certificate subject to the following conditions and in conjunction with the SG form of policy:
   Institute Cargo Clauses (All Risks)
   Institute Air Cargo Clauses (All Risks)
   Institute Strikes, Riots and Civil Commotions Clauses
   Institute War Clauses
   Institute War Clauses (Air)
   Institute War Clauses (Post)

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Institute Replacement Clause
Second hand Replacement Clause.

4. Notwithstanding anything contained herein to the contrary, where the Assured is required by Letter of Credit or by Contract to provide an insurance certificate subject to the Institute Cargo Clauses, then Underwriters agree that such a certificate may be issued.
   It is further agreed that where goods are purchased or sold subject to the rules of any commodity trade federation or where contract stipulates coverage in accordance with specified trade clauses then the extent and period of cover under this insurance shall not be less than that specified or provided in such rules or clauses.

101. Second Hand Machinery Replacement Clause

Different type of Second Hand Machinery Replacement clause prevalent in the market are given below

1. In the event of Claim for Loss or damage to any part or parts of the Insured interest in consequence of a peril covered by the Policy, the amount recoverable hereunder shall not exceed such proportion of the cost of replacement of the parts lost or damaged as the insured value bears to the value of new machinery, plus additional charges for forwarding and refitting the new part or parts if incurred.

   Provided that in no case shall the liability of Underwriters exceed the insured value of the complete article.

2. In the event of a claim under the Institute Replacement Clause. Underwriters are only to pay such proportion as the Insured Value (i.e. the reconditioned value) bears to the cost of a new machine at present day's value

3. In the event of a claim under the Institute Replacement Clause attached hereto, Underwriters are only liable to pay such proportion as the Insured Value bears to the cost of the Insured Machine when new.

102. Notional Duty / Contingent Duty Clause

The Policy covers the contingent liability that the insured may incur in case of a loss or damage to a duty free import consignment occurring during inland transit of such goods.
It is agreed that the damaged consignment will have to be replaced either by fresh import by paying duty or by procuring from the open market. Claims shall be paid on submission of proof of payment of customs duty in case of re-import or proof of purchase from the open market. The indemnity shall be restricted to the sum insured against the amount of duty paid on re-import or the difference between the market price and the duty free import price (as the case may be) whichever is less.
The policy also covers the contingent liability that the insured may incur in case of a loss or damage to an export consignment occurring during inland transit of such goods

103. Sanction Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

104. Missing Goods Clause

Where the subject matter insured hereunder (or any apportionable part) becomes missing, after the lapse of 60 days from the expected time of delivery of the goods to the consignee's or other final

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warehouse or place of storage at the destination named herein, an actual total loss of the subject matter insured (or any apportionable part) may be presumed.
If, after the payment by the Insurer of an actual total loss as provided for above, the subject matter insured or whatever may remain thereof is located, the ownership and all proprietary rights incidental thereto shall be vested to the Insurer. The Assured hereunder shall, nevertheless, have the option of repurchasing from the Insurer the subject matter insured or whatever may remain thereof.

105. Repacking Clause

It is understood and agreed that should outer packing be damaged from any peril insured against which renders interest unfit for on-shipment or distribution, irrespective of final destination shown herein, Insurers to pay the cost of reasonable repacking expenses, provided such damage occurred during the currency of this Insurance.

106. Difference in Conditions Clause

Different type of Difference in Conditions clause prevalent in the market are given below

1. With respect to shipments purchased by the Assured on CIF or similar terms, whereby ocean marine insurance is arranged by the Seller and/or others, this insurance is extended to cover the difference in conditions between such other insurance and the conditions of the insurance for which the merchandise would have otherwise have been insured hereunder.

   All shipments covered hereunder shall be valued at the amount of the Sellers/Others insurance.

2. In respect of shipments which are purchased on 'CIF' or on similar terms and the insurance arranged by the supplier or seller, being more restricted than the conditions of this policy, subject to declaration of values and payments of premium thereon if required, this insurance shall cover the difference in conditions between the insurance arranged by the supplier and/or seller and the conditions of this policy. All shipments insured under this clause shall be valued at the amount of the seller's insurance.

   This clause does not cover:
   1) Difference in deductibles
   2) Any breach of condition or warranty under the Policy arranged by Seller &/or Supplier.

   This Insurance is not deemed to be Double Insurance.

107. Currency Clause

The payment of insurance premium or loss under this Policy shall be made in contract currency, if applicable, In case thot premium or loss is paid in local currency, the premium payment will be based on the exchange rate of 'Oanda' site on the mutually agreed dote and payment of loss the exchange rote will be based on the exchange rate of 'Oanda' site on the date of payment, unless otherwise mutually agreed

108. Deliberate damage - Customs Clause

Cover is extended to include the physical loss of or damage to the Goods insured arising out of the performance of inspection duties by the relevant Customs and/or immigration Authorities or any other duly constituted governmental agency of any State or Territory who ore performing inspection duties in accordance with any governmental law, statute, mandate, rule or regulation covering the import or export of sold Goods.

109. Errors and Omissions Clause

Different type of Errors and Omissions clause prevalent in the market are given below

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1. This insurance shall not be prejudiced by any unintentional error, omission or delay in remittance of copies of policies and/or certificates and/or declarations or by any unintentional error in the amount or the description of the interest, vessel or voyage If the goods insured be shipped by another vessel or conveyance; provided prompt notice be given this Company as soon as said facts become known to the Assured.

2. It is agreed that, the Assured hereunder is not prejudiced by any unintentional delay in reporting hereunder or by unintentional omission, error, incorrect valuation (but not exceeding the limit stated herein so far as liability or sum insured is concerned) or incorrect description of the interest, risk, vessel or voyage.

110. Fraudulent Bills of Lading

This policy also covers physical loss of or damage to goods insured through the unknowing acceptance by the Assured and/or their Agents and/or Shippers of fraudulent Bills of Lading and/or Shipping Receipts and/or Messenger Receipts. In no event does this cover solely financial loss from fraud or misstatement. Also to cover loss of or damage to goods insured caused by the utilisation of legitimate Bills of Loading and/or other shipping documents without the authorisation and/or consent of the Assured or its agents.

111. Law and Jurisdiction Clause

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This insurance shall be governed by and construed in accordance with the low of England and each party agrees to submit to the exclusive jurisdiction of the Courts of England

112. Location Reporting Procedure Clause

Named Locations as per Attachment are covered,

New location(s) intended to be covered under this Policy as Named Locations are automatically covered subject ta declaration to insurers in writing as soon as possible but not later than 90 days from risk attachment.

113. Special Replacement Clause

In the event of a claim under the special replacement clause, the underwriters are only to pay such proportion of the insured value (i.e. the recondition value) bears to the current cost of the new machine at present day's price.

114. Nominated Adjuster & Recovery Agent Clause

For the assessment and adjustment of o loss, and any subsequent recovery action, the international adjusters and/or its representatives in the attachment shall be first priority to be agreed between the insured and the insurer.

115. Control Of Damaged Goods and/or Merchandise and/or Property

Notwithstanding anything to the contrary contained elsewhere in this policy, it is understood and agreed that in case of damage, or if the assured reasonably suspects damage may exist, to goods and/or merchandise and/or property insured under this policy, the assured shall be the sole judge as to whether disposal or sale of such goods and/or merchandise and/or property is detrimental to its interests. Such goods would then be either destroyed by the assured in the presence of the Insurer or their representative or the assured shall dispose of the goods and/or merchandise and/or property to its best advantage with the insurer being entitled to its share of the net proceeds resulting from such disposition.

116. Container, Trailer or Railcar Demurrage Charges Clause

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If the Assured is instructed by Underwriters to hold an intermodal container, trailer or rail car and if the Assured is assessed a demurrage charge for holding the intermodal container, trailer or rail car past the return date, Underwriters will pay the demurrage charges.
The amount Underwriters will pay shall be the charges assessed from the time Underwriters direct the Assured to hold the container, trailer or rail car until the time Underwriters inform the Assured that the container, trailer or rail car can be released

117. Sorting Charges

Different type of sorting charges clauses prevalent in the market are given below

1. It is agreed that, in the event of the Assured and/or consignee complying with the surveyor's instructions to separate shipping packages showing signs of external damage from the sound packages to ascertain possible loss arising from a peril insured against, such expenses as approved by the surveyor shall be for the account of Insurers even though a claim may not subsequently result hereunder

2. In cases where Underwriters'/Company's Surveyor have recommended that package be sorted to ascertain and assess the damage, the whole of the expenses of sorting shall be applied to the damage and shall be charged to the Underwriters and payable by the Company in proportion to the number of damaged packages which fall upon them respectively.

118. Accessories Clause

Normally used in case of vehicles and machinery.

No claim to attach to this Policy for the theft and/or loss of any accessories and/or tools unless such theft and/or loss be incidental to the theft and/or loss of the vehicle insured hereunder.

119. Aircraft Clause

It is hereby understood and agreed that wherever the words "ship", "vessel", "seaworthiness", "ship owner" or "vessel owner" appear in this Policy they are deemed to include the words "aircraft" "airworthiness", and "aircraft owner" etc. as appropriate.

120. Arbitration Clause

Different type of arbitration clause prevalent in the market are given below

1. The construction, validity and performance of this Policy shall be governed by the law of England and all disputes which may arise under, out of, or in connection with or in relation to this Policy shall be submitted to the Arbitration of the London Court of Arbitration, under and in accordance with its Rules at the date hereof.

2. All differences arising out of this Policy shall be referred to the decision of an arbitrator to be appointed in writing by the parties in difference or if they cannot agree to a single arbitrator to the decision of two arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the arbitrators do not agree of an umpire appointed in writing by the arbitrators before entering upon the reference. The umpire shall sit with the arbitrators and preside at their meetings and the making of an award shall be a condition precedent to any right of action against Underwriters. After the expiration of one year after any loss or damage Underwriters shall not be liable in respect of any claim therefore unless such claim shall in the meantime have been referred to arbitration. The seat of arbitration shall be London.

3. All differences which may arise under this agreement between the parties hereto shall be referred without delay to the arbitration and decision of three arbitrators, each party choosing one arbitrator and the said arbitrators an umpire. The arbitrators and the umpire snail be the Directors

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of Insurance Companies and/or Brokers' or hold responsible positions in such Companies or Brokers. The arbitrators shall interpret the present agreement rather as an honourable engagement than as a merely legal obligation and the decision of the majority of them shall be final and binding upon the contracting parties without appeal. The arbitrators are relieved from all judicial formalities and may abstain from following the strict rule of law. The costs of the award shall be borne and paid as directed by the arbitrators.
Should one or other of the parties decide to have recourse at Law irrespective of the result of any arbitration, the party bringing the action shall have choice of jurisdiction.

121. Special Brands Clause

In the event of loss or damage occurring for which these Insurers are liable, it is agreed that the damaged goods shall not be sold or otherwise disposed of with the labels on or in containers embossed with the Shipper's name or trade mark without the consent of the Shippers. Any expenses incurred in removing the original labels or relabelling or bulking or reconditioning the damaged goods together with any depreciation shall be recoverable hereunder.

In the case of any damage to property bearing a brand or trade mark the scale of which carries or implies the guarantee of the manufacturer and/or supplier and/or the Assured or their goodwill, collectively or independently, the salvage value of such property shall be determined only after the removal of brand or trademarks.

122. Antiques Clause

This policy is extended to include loss of or damage to antique items and/or works of art whilst in transit subject to the terms, conditions and limits contained within the Policy and/or as specified in the Policy so far as applicable. In any case, the liability is restricted to the reasonable cost of repairs and no claim is recoverable in respect of depreciation.

The Basis of Valuation shall be the purchase price of the item or the value agreed if value for such item is specifically mentioned in the policy schedule.
In no case shall liability for repairs exceed the full value of the item.

Excluding-
Inherent defect and/or nature of the Subject Matter Insured being the sole cause of the loss or damage, ordinary wear and tear and/or natural and gradual depreciation, insects, infestation, vermin, rust, corrosion, rot, mildew, fungus, atmospheric or climatic influence or the action of light .

123. Assured Clause

Different type of assured clause prevalent in the market are given below

1. XYZ Limited &/or its subsidiaries &/or associates &/or corporation as they are now or may hereafter be created &/or constituted, as their respective rights and interests may appear, hereinafter known as the Insured.

2. XYZ or for whom they are responsible or represent or for whom they have instructions to insure or for account of whom it may concern

3. XYZ and/or Associated and/or Subsidiary Companies on behalf of customers for whom they have instructions to insure or have authority to insure.

4. _____TBA_____ and its subsidiary, associated, affiliated and interrelated companies, and joint ventures in which it now has or hereafter may have a direct interest and other entities for whom they may have instructions to insure or deem themselves responsible to insure, as their respective interests may appear (hereinafter referred to as “The Assured”).

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5. XYZ, ABC and all subsidiaries &/or affiliated &/or related companies for their respective rights & interest.

6. XYZ &/or Associated &/or subsidiary &/or Affiliated Companies for whom there is an instruction to participate &/or for whom they may have instructions to insure.

7. XYZ &/or Associated &/or subsidiary &/or Affiliated Companies &/or Banks &/or Lenders &/or Contractors & /or Sub-Contractors for their respective rights and interest.

124. Bagged Cargo shortage Clause

Warranted that, shortage in damaged bags shall be reckoned by a comparison of the weight of or units in similar bags of the same lot arriving sound at destination.
Excluding shortage from sound bags.
Subject to a deductible of ……. % on the consignment value on each & every loss.

125. Bailee Clause

It is the duty of the Assured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimizing a loss and also to ensure that, all rights against Carriers, other third parties are properly preserved and exercised.

126. Books &/or Periodicals Clause

Excluding damage to ends of books or periodicals.
Subject to:
Where any insured item consists of articles in pair or set, this Policy will not pay more than the value of any particular part or parts which may be lost without reference to any special value which such article or articles may have as part of such pair or set, nor more than a proportionate part (of the insured value) of such pair or set.

127. Books & Records Clause

It is understood and agreed that, the Assured shall keep detailed records of all sales, purchases and other transactions, and that such records shall be available for inspection by Underwriters/Company or their representatives in case of claim being made under this policy.

128. Confectionery Clause

Excluding loss or damage caused by heating &/or sweating.
Excluding mildew unless caused by a peril insured against.
Subject to a deductible of ….. % on the consignment value on each & every loss.

129. Consolidation & Deconsolidation Clause

The Policy shall also cover goods insured whilst on the premises of freight forwarders, export packers, consolidators, truckers, warehousemen or others for the purpose of storage incidental to transit, packing or repacking, consolidation, deconsolidation, containerization, de-containerization or similar for a period not exceeding …… days.

130. Container Clause

Warranted that, where Cargo, insured hereunder, is carried in Containers, the container is stands the test of seaworthiness and/or cargo worthiness for the voyage and duration of journey.

131. Container Liability Clause

This Policy does not cover loss or damage to the actual shipping container/hold/vessel as such or any

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liabilities arising out of its use.

132. Container Recoopering Clause

It is hereby understood and agreed that in the event of containers being damaged in transit or arriving at destination in a damaged condition as a result of which it is necessary to recooper or provide new containers, the Insurer will pay the cost of recoopering and/or the cost of new containers.

133. Conveyance Clause

By Vessels as per Institute Classification Clause &/or Air Freight &/or Rail &/or Road Vehicle &/or Courier &/or Post Parcel or held covered at terms to be agreed by the Underwriters.

134. Craft/Raft Charges Clause

Including transit by craft, raft or lighter to or from the vessel. Each craft, raft or lighter to be deemed a separate insurance. The Assured are not to be prejudiced by any agreement exempting lightermen from liability.

135. Deductible/Excess Clause

Different type of Deductible/Excess clause prevalent in the market are given below

1. This Policy is subject to a deductible of …… % on value of each and every consignment.

2. The Insured shall bear the first Rs …. (or currency equivalent at the time of loss) or ….% of the sum insured whichever is greater each and every loss.

3. Subject to an Excess of Rs …. on each and every loss.

4. Subject to a deductible of Rs ……. However, this deductible shall not apply to (i) survey fees, (ii) general average, salvage or special charges, (iii) loss, damage or expense arising from any FPA Perils, Shore Perils, Inchmaree Perils or Explosion Peril, as defined elsewhere in this policy, (iv) loss, damage or expense covered under the Sue and Labor, Total Loss or Debris Removal clauses or the War & S.R. & C.C. Endorsements.

5. Subject to a deductible of Rs …… per Claim during Storage.

6. Subject to a deductible of …. % on total sum insured per shipment on each and every loss.

136. Delay Exclusion Clause

Warranted no claim shall be payable for loss of market or for loss, damage or deterioration to insured cargo arising from delay, whether caused by a peril insured against or otherwise.

137. Duty of Assured Clause

It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder

1. to take such measures as may be reasonable for the purpose of averting or minimizing such loss, and
2. to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters/Company will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

138. Expenses Clause/Strike Expenses Clause

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This insurance is to pay only any additional expenditure incurred by the Insured by reason of the exercise by the Shipowners or Charterers of any liberty granted by the contract of affreightment whereby solely in consequence of strikes, riots, civil commotions, lockouts of labour disturbances, or solely in consequences of conditions arising there from, the within mentioned goods are over-carried to or discharged at a port other than their port of discharge under the contract of affreightment such expenditure being payable irrespective of any other loss whether total or partial recoverable under the terms of any other insurance upon any claims unless the liberty referred to in this clause be exercised prior to the expiry of fifteen (15) days from midnight of the day on which the said strikes, riots, civil commotions, lockouts or labour disturbances cease to be in active operation.

Limited to 20%/…….. of the Sum Insured in accordance with the Basis of Valuation or Rs …….whichever is lower.

139. Ex Vessel Termination Clause

Notwithstanding anything contained herein to the contrary, this Insurance shall terminate on completion of discharge of the interest hereby insured over side/Unloaded from the overseas vessel at the final port of discharge.

140. Fifteen (15) Days Clause

Notwithstanding any provisions contained in or endorsed in the certificate or Policy of insurance, it is hereby warranted, that this insurance terminates not later than delivery either

(a) to the Consignee's or other final warehouse or place of storage at the destination named in the policy
(b) to any other warehouse or place of storage, whether prior to or at the destination named in the policy which the Assured elects to use either
    i) for storage other than in the ordinary course of transit , or
    ii) for allocation or distribution, or
(c) on the expiry of 15 days after completion of discharge overside of the goods hereby insured form the overseas vessel at the final port of discharge, whichever shall first occur.

It is further warranted that Survey for loss and/or damage must be held within 21 days after completion of discharge of goods, overside hereby insured from the overseas vessel at the final port of discharge.

The time limits referred to above to be reckoned from midnight of the day on which the discharge of the goods overside hereby insured from the oversea vessel is completed.

141. First Loss Clause

In the event that the amount at risk in anyone location, in the normal course of transit, exceeds the limit expressed above, this Policy shall become a first loss insurance up to the amount of such limit.

142. Used &/or Second Hand Clause

It is hereby understood and agreed that the used &/or second-hand goods are insured by Special Clauses (C) for Air Cargo (as attached below) and/or Institute Cargo Clauses (C) including Washing Overboard plus Theft, Pilferage and Non-Delivery and subject to Second Hand Replacement Clause as attached.

Special Clauses (C) for Air Cargo:

This Insurance covers the following risks of loss of or damage to the subject matter insured except as provided in Clauses 2, 3 & 4 of the Institute Cargo Clauses-Air-excluding sending by post-1.1.82-Fire, Explosion, Collision or contact of aircraft with external object, Overturning or derailment of land conveyance, Lightning, Earthquake, Overturning of the aircraft, Aircraft crash, overturning of the carrying vehicle, collision with or by the carrying vehicle and derailment or accidents of like nature to

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the carrying railway wagon/vehicle.

143. F.O.B. Shipments Clause

Risk commences from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of transit until delivered on board the export power vessel at port of shipment including the risk whilst remaining on quay or wharves and/or in warehouses (other than packers warehouse) or sheds whilst awaiting shipment for a period not exceeding 30/…. days. Any period in excess of 30 days is held covered at a premium rate to be arranged subject to prompt advice thereof being given to the Underwriters/Company.

144. FOB (Free on Board) Shipments Clause

Including FOB Shipments from the time of leaving suppliers` premises until on board ocean going vessel.
Shut out cargo is held covered subject to prompt notice and on terms, conditions and rates as may be separately agreed to by the Underwriters/Company.

145. FOB Clauses

A. When loading is done directly from Wharf/Quay:
This insurance is extended to cover the interest insured until the goods are placed on board the ocean going vessel or lash barges (including Sling Loss) or until expiry of two weeks after arrival of goods at the place of storage at the port to and / or docks awaiting shipment, whichever shall first occur".
Shut out cargo is held covered subject to prompt notice and on terms, conditions and rates to be agreed to by the Underwriters/Company and complied by Assured.

B. When loading is done midstream by craft, raft or lighter:

(I) Inland Transit Policy is subject to Inland Transit (Rail or Road) Clause-B with or without extraneous risks, then,

a. In addition to Clause stated under item (A) above, the following Clause shall be applicable whilst the insured interest is waterborne in the course of transit to the vessel:

"This insurance also covers loss of or damage to the subject matter insured reasonably attributable to:

(i) Craft, raft or lighter being stranded, grounded, sunk or capsized
(ii) Fire, lightning, collision or contact of the craft, raft or lighter or conveyance with any external object other than water
(iii) Total loss of any package lost in loading, transhipment or discharge."

b. Risk of jettisoning may be covered in conjunction with Basic Cover as above in which event the following Clause shall apply:

"Including the risk of jettisoning due to stress of weather only".

(II) Inland Transit Policy is subject to Inland Transit (Rail or Road) Clause-A, the Clause stated under item (A) above only will apply.

146. Fragile Article Clause

The proportion of glass, china, earthenware and similar fragile and/or brittle articles are not to exceed ……% of the total Sum Insured (Consignment Value) unless declared to and agreed by the Company prior to commencement of risk.

147. Full Container Load Warranty

Warranted full container load on door to door basis.

148. Full Value Declaration Clause

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Warranted full value declared to Airline

149. General Average Clause

For the purpose of claims for General Average Contribution and Salvage Charges recoverable hereunder, the goods insured/the subject matter insured shall be deemed to be insured for their/its full contributory value.

150. Guaranteed Outturn Wordings

Different type of Guaranteed Outturn Wordings prevalent in the market are given below

1. Institute Bulk Oil Clauses is extended to include leakage and/or shortage and/or difference in weight (or volume) and/or contamination, howsoever arising and theft and/or piracy.
   Loading and discharge operations shall be supervised by recognised surveyors; the findings of such surveyors and, where circumstances demand, the findings of Wharfingers and/or Sworn Chemists and/or Customs and/or Shore Installation Superintendents' Certificate(s) at ports of loading and/or discharge, shall be accepted as proof of shipped and delivered quantities. However, Underwriters/Company hereunder agree to accept terminal figures of Kharg Island, Lavan Island, Umm Said, the Russian Federation and the figures of all terminals which have electric metering, as proof of shipped quantities.
   Where it is standard practice for Bill of Lading figures to be based solely upon ship's figures and/or where a commercial transaction requires Bill of Lading quantities to be based solely upon ship's figures, Underwriters/Company agree to use the Bill of Lading figures so calculated for comparison with discharge figures and the calculation of claims. Bill of Lading figures (as per original or copy Bill of Lading) so calculated shall be binding on and acceptable to Underwriters/Company as proof of shipped quantities. Nevertheless, if loss occurs between shore tank and vessel which loss is reflected in the quantities shown in the Bills of Lading, such loss to be calculated by comparison between shore tank and Bill of Lading figures.
   Claims for leakage and/or shortage and/or difference in weight (or volume) shall be assessed by a comparison of net shipped and net delivered weights or net shipped and net delivered volumes (as specified in the ultimate Contract of Sale relevant to this insurance) based on 1952 or 1980 Tables, or other tables as agreed with the Leading Underwriter hereunder (or any two of any of the afore-mentioned tables) which shall be binding on and accepted by Underwriters and the Assured for all purposes.
   Where delivery is into automatically measured land tanks where it is not possible for tank figures to be independently checked by surveyors, the delivered quantities so ascertained shall be binding on Underwriters and the Assured.
   Should there be no Contract of Sale, claims shall be calculated on the basis of net weight or net volume (or gross weight or gross volume at the Assured's option) in accordance with the custom of the trade.

2. Institute Bulk Oil Clauses extended to include leakage &/or shortage &/or difference in weight &/or volume &/or contamination howsoever arising.
   Loading and discharge operations shall be supervised by approved surveyors at Assured's expense and all recommendations to be complied with. The findings of such surveyors and where circumstances demand, the findings of wharfingers &/or sworn chemists &/or customs &/or shore installation superintendents' certificate(s) at ports of loading &/or discharge, shall be accepted as proof of shipped and delivered quantities.
   Where it is standard practice for bill of lading figures to be based solely upon ship's figures &/or where a commercial transaction requires bill of lading quantities to be based solely upon ship's figures, Underwriters agree to use the bill of lading figures so calculated for comparison with discharge figures and the calculation of claims. Bill of lading figures (as per original or copy bill of lading) so calculated shall be binding on and acceptable to Underwriters as proof of shipped quantities. Nevertheless, if loss occurs between shore tank and vessel which loss is reflected in the quantities shown in the bills of lading, such loss to be calculated by comparison between shore tank and bill of lading figures.

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Claims for leakage &/or shortage &/or difference in weight (or volume) shall be assessed by a comparison of net shipped and net delivered weights or net shipped and net delivered volumes (as specified in the ultimate contract of sale relevant to this insurance) based on 1952 or 1980 tables, or other tables as agreed with the leading Underwriter hereunder (or any two of any of the aforementioned tables) and irrespective of whether measurements have been made in vacuo or in air or whether there has been any other variation in quantification between load port and discharge port, which shall be binding on and accepted by Underwriters and the Assured for all purposes.

Alternatively, at the Assured's option, a comparison may be made of gross shipped and gross delivered weights or gross shipped and gross delivered volumes which shall be binding on and accepted by underwriters and the assured for all purposes.

Where delivery is into automatically measured land tanks where it is not possible for tank figures to be independently checked by surveyors, the delivered quantities so ascertained shall be binding on Underwriters and the Assured.

(No change in Bulk oil clause of 2009)

151. Household & Personal Effect Clause

This Policy is extended to include loss of or damage to the Insured's or Insured's employees own household goods and personal effects whilst in transit at the Insured's behest subject to the terms, conditions and limits contained within the Policy and/or as specified in the Policy so far as applicable

However this policy will not cover:

(a) Loss or damage unless goods are professionally packed
(b) Loss or damage due to ordinary wear and tear, natural depreciation, mould or vermin, electrical or mechanical derangement
(c) Loss or damage due to or occasioned to/by perishable goods, acids, paints, aerosols, medicines or liquids of all descriptions included in the consignment
(d) Loss or damage to cash, bank notes, cheques, money orders, postal orders, savings and share certificates, stamps and financial documents of any kind, travel tickets, passports, manuscripts or documents of any description, medals, coins, bonds, securities, travellers samples, jewellery, watches, personal ornaments, precious stones, hi-tech goods as defined, antiques and Objet d'Art
(e) Loss or damage to musical instruments caused by climatic or atmospheric conditions or loss or damage to strings, reeds or drumheads
(f) Loss or damage to household goods and personal effects which would have been recoverable under any other insurance but for the existence of this policy
(g) The first Rs ……..of any loss

Subject to:

(a) A full valued inventory to be completed prior to commencement of risk
(b) The maximum liability for any one employee shall not exceed Rs …….
(c) The maximum liability for any one item not separately valued of Rs ……
(d) The maximum liability for any one item separately valued of Rs ……
(e) Claims paid being limited to the reasonable cost of repair and no claim is payable for depreciation following repair
(f) Claims for loss or damage to glass, china and/or fragile items being limited to …. % of the total sum insured

152. Inchmaree Clause

This insurance is also specially to cover any loss of or damage to the interest insured hereunder, through the bursting of boilers, breakage of shafts or through any latent defect in the machinery, hull or appurtenances, or from faults or errors in the navigation and/or management of the vessel by the master, mariners, mates, engineers or pilots.

153. Dangerous Drugs Clause

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It is understood and agreed that no claim under this policy will be paid in respect of drugs to which the various International Conventions relating to Opium and other dangerous drugs apply unless

(1) the drugs shall be expressly declared as such in the policy and the name of the country from which, and the name of the country to which they are consigned shall be specifically stated in the policy, and
(2) the proof of loss is accompanied either by a license, certificate or authorization issued by the Government of the country to which the drugs are consigned showing that the importation of the consignment into that country has been approved by that Government, or, alternatively, by a license, certificate or authorization issued by the Government of the country from which the drugs are consigned showing that the export of the consignment to the destination stated has been approved by that Government; and
(3) the route by which the drugs were conveyed was usual and customary.

154. Interests Carried On Deck Clause

Different type of Interests Carried On Deck clauses prevalent in the market are given below

1. Cover in respect of Interests carried On Deck in a container which is not fully structurally enclosed such as an open top container, a flat rack container, an open sided container or a tarpaulin covered container; shall be in accordance with the Institute Cargo Clauses (C)-1.1.82.

2. On-Deck shipments (unless in containers, intermodal, over the road or similar type) subject to an on-deck Bill of lading are subject to the Institute Cargo Clauses (C) CL. 254 1/1/82.

155. Multi port discharge Clause

It is agreed that when property is loaded in co-mingled condition for discharging at different ports, whether for different receivers or the same receiver, without any physical separation or segregation, the final Loss / Gain shall be ascertained after reconciliation of the Final Outturns at all discharge ports on prorating basis.

156. Musical Instruments Clause

Different type of Musical Instruments clauses prevalent in the market are given below

1. No claim to attach hereto in respect of: -
   Loss or damage caused by climatic and/or atmospheric conditions and/or extremes of temperature or breakage of strings, reeds and/or drumheads.

2. This Policy is extended to include loss of or damage to musical instruments whilst in transit subject to the terms, conditions and limits contained within the Policy and/or as specified in the Policy so far as applicable, however liability is restricted to the reasonable cost of repairs and no claim is recoverable in respect of depreciation.
   The Basis of Valuation shall be the purchase price of the item.
   In no case shall liability for repairs exceed the full value of the item.

   This Extension excludes:
   a) inherent defect and/or nature of the Subject Matter Insured, ordinary wear and tear and/or natural and gradual depreciation, insects, infestation, vermin, rust, corrosion, rot, mildew, fungus, atmospheric or climatic conditions or the action of light.
   b) loss or damage due to climatic or atmospheric conditions
   c) loss or damage to strings, reeds or drumheads

157. Non-Delivery Clause

Shipments not delivered within 90/120 days after the original estimated date of delivery, and not possible to locate, shall be deemed as non-delivered. Should such a shipment be found and delivered, the Insured agrees to a readjustment of the claim.

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158. Open Yard Storage Clause

Notwithstanding anything contained herein to the contrary, it is specially understood and agreed that in the event of the goods hereby insured or any part thereof being stored in the open yard at the port of landing named in the policy, this Company's liability for such goods shall be subject to F.P.A. only so long as they are so stored, provided, however, that the foregoing shall not apply in case of the Assured having given a previous notice of such storage to this Company and agreed to pay an additional premium required.

159. Overloading Clause

Warranted that the Vehicle will not carry any load in excess of that which it is constructed to carry and in no case more than the legal requirement.

160. Proof of Loss Clause

Any loss of and/or damage to subject matter insured hereunder shall be deemed to have occurred during the currency of this insurance and to have been caused by an insured peril unless Underwriters subscribing hereto can prove to the contrary.

161. Roadworthy Clause

Excluding loss or damage to the subject matter insured where such loss or damage is as a result of the carrying vehicle not being a roadworthy condition.

162. Subject Matter Extension Clause

It is hereby understood and agreed that the description of the Subject-Matter Insured is to read as follows:
Goods and/or merchandise of every description whatsoever consisting principally of but not limited to …….. and/or parts and/or spares and/or accessories and/or ancillary equipment and/or similar interests to the property of the Insured or for which Insured is responsible or for which Insured receives instructions to insure or deems himself responsible to insure including where required returned goods, secondhand or pre-used equipment, machinery and the like etc, all packed in case, cartons and/or reusable packing and/or as is customary for the trade.

163. Small Claims Clause

Underwriters agree that in respect of goods insured which have been lost or damaged by an Insured Peril covered under the terms of this Open Policy, to settle claims in respect of any one accident or occurrence up to a maximum of Rs ……on production by the Insured or their agents or Assignees of all documentation w.r.t proof of cause of loss and quantum of loss without the report of an independent Surveyor.

164. Seaworthiness Admitted Clause (Container)

When cargo insured hereunder is carried in containers, it is agreed, as between the Assured and the Underwriters that the seaworthiness &/or cargo worthiness of the container is hereby admitted.

165. Shellac Clause

Excluding the risks of blocking from any cause.

166. Shore Risks Clause

This Policy covers whilst on any land conveyances and/or docks and/or wharves and/or elsewhere on shore, against loss or damage caused by fire, lightning, windstorm, hail, explosion, earthquake,

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landslide, theft, strike, riot, civil commotion, malicious act, flood, rising waters, smoke, impact by vehicle or aircraft, sprinkler leakage, water escape, collision, upset, derailment or other accident to the land conveyance, collapse and/or subsidence of docks and/or wharves and/or bridges and/or viaducts and/or similar structures, even though the marine risks may be uninsured under the marine transit clause. Should the marine transit clause provide wider cover, then such cover shall apply but only during the period as defined by the transit clause.

167. Shortage in Weight Clause

This Policy excludes natural loss in weight shortage in weight &/or trade shortage.

168. Skimming Clause

In the event of damage by perils insured against the damaged portion to be skimmed and sold as customary and the Underwriters/Insurers shall pay thereon the depreciation on the quantity skimmed and the cost of skimming and re-bagging without reference to percentage.

169. Taint Damage Clause

Notwithstanding anything contained to the contrary in the within-mentioned Policy, it is hereby declared and agreed that, the Insurance provided by the said Policy is extended to include cover against the risk of any foreign acquired “Taint Damage” in the form of smell/odour or similar influence to cargos like Tobacco/Tea (names given only for the sake of better clarity) etc, arising from any established and proven external cause, but no liability whatsoever shall attach to Insurers in respect of such Tobacco which may have been affected in any way or deteriorated in quality due to absorption of moisture, atmospheric conditions or climatic changes.”

170. Transhipment Clause

Including the risks of transshipment where involved/ incurred.

171. Twenty-One (21) Days Clause

Notwithstanding any provisions contained in or endorsed in the certificate or Policy of insurance, it is hereby warranted, that this insurance terminates not later than delivery either

(a) to the Consignee’s or other final warehouse or place of storage at the destination named in the policy
(b) to any other warehouse or place of storage, whether prior to or at the destination named in the policy which the Assured elects to use either
    (i) for storage other than in the ordinary course of transit, or
    (ii) for allocation or distribution, or
(c) on the expiry of 21 days after completion of discharge overside of the goods hereby insured form the overseas vessel at the final port of discharge, whichever shall first occur.

It is further warranted that Survey for loss and/or damage must be held within 21 days after completion of discharge overside of the goods hereby insured from the overseas vessel at the final port of discharge.
The time limits referred to above to be reckoned from midnight of the day on which the discharge overside of the goods hereby insured from the oversea vessel is completed.

172. Trademarks Clause

If the Insurer has paid indemnity to the Assured and taken the damaged goods over, the Insurer is not entitled to sell the goods on without the prior approval of the Assured. The Insurer is entitled, in the absence of sale, to deduct the estimated residual value of the goods from the insurance indemnity.

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If the Insurer and the Assured cannot agree on a residual value, the value shall be determined by an independent assessor or by a tender procedure.

Insurer is entitled to sell the residue items by removing the label or trademark without any expressed approval from the assured/insured.

173. Unseaworthiness & Unfitness Clause

The seaworthiness of the vessel or craft and the fitness of the vessel craft conveyance, liftvan or aircraft for the safe carriage of the subject matter insured is admitted between the Assured and Underwriters.

174. Valuable Articles Clause

The following types of property are excluded unless declared to and agreed by the Company prior to the commencement of the risk:

Cash, bank notes, cheques, money orders, postal orders, savings and share certificates, stamps and financial documents of any kind, travel tickets, passports, manuscripts or documents of any description, medals, coins, bonds, securities, mobiles, electronic gadgets, travellers samples, jewellery, watches, camera, personal ornaments, precious stones, hi-tech goods as defined, antiques and similar valuable items.

175. Verification of Record Clause

The Company shall have the privilege at any time during business hours to inspect the records of the Assured in respect of the shipment or sending or risk falling within the terms of this contract.

176. Warehouse to Warehouse & Marine Extension Clause

This Insurance attaches from the time the goods &/or merchandise &/or property leave the warehouse, store or other location at the place named in the Policy, Certificate or Declaration for the commencement of transit and continues until the goods &/or merchandise &/or property are delivered to the final warehouse, store or other location at the destination named in the policy, Certificate or Declaration.

177. Weighment Clause

Warranted that loading and discharge surveys on the same basis, i.e. either Draft Survey or Weighment basis at both ends at Assureds' costs.

178. Various Exclusions/Warranties wherever applicable

- Excluding loss or damage due to climatic or atmospheric conditions or extremes of temperature.
- Excluding Heating and Sweating
- Excluding Infestation arising from any cause.
- Excluding Rejection Risks
- Excluding any Natural loss in Weight
- Warranted shipped in ventilated container(s)
- Warranted quay discharge direct from ocean vessel.
- Warranted direct shipment.
- Excluding theft from all storage locations unless involving forcible and/or violent entry and/or exit.

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- Excluding theft or attempted theft thereat from carrying vehicles or premises unless involving forcible and/or violent entry.
- Excluding mysterious disappearance and/or stock taking losses of any nature.
- Excluding theft attributed to collusion of/act of employees.
- Excluding Rust, Oxidation and/or Discoloration to unpacked, unprotected and uncrated goods howsoever caused.
- Excluding scratching, denting, marring and/or chipping and claims for repainting on unpacked unprotected or crated items.
- Excluding rust, oxidization and discolouration on unpacked, unprotected or crated items.
- Warranted professionally packed.
- Excluding bending and twisting unless caused by a peril insured against.

179. Returned Goods Clause

It is agreed that new sound goods/merchandise being returned in approved packing are covered hereunder at the same terms, conditions, warranties and exclusions as for outward transit provided such transit was covered under this Policy.

It is a further agreed that for used damaged &/or unpacked goods/merchandise cover is restricted to Institute Cargo Clauses-B/C-or ITC B /C including the risks of theft or non-delivery of an entire package.

180. Annual Aggregate Deductible (AAD) Clause

It is understood and agreed that incurred losses under this Open Cargo Policy are subject to an annual aggregate deductible of Rs ……. in addition to the Rs ……. deductible contained in the policy. Any loss paid in excess of the Rs …….. deductible shall be applied to the annual aggregate deductible until the Rs ……. is exhausted. After that, the policy deductible of Rs ….. will apply to all losses subject to a deductible.

181. Re-Issue Clause

It is hereby declared and agreed that, in the event of destruction or presumed loss of the subject matter/interest insured by a peril insured against, the Underwriters` liability shall,

1. in case of interests/subject matter for which authorization to re-issue can be obtained, be limited to the cost of reissuing plus the expenses of forwarding to the original destination by the same method as originally sent
2. in respect of interest which cannot be re-issued, be for the insured value thereof.

182. Civil Authorities Clause

It is agreed that this insurance is extended to cover the Subject-matter insured hereunder against the risk of damage or destruction by civil authority during a conflagration or for the purpose of retarding the same provided that neither such conflagration nor such damage or destruction is caused or contributed to by War perils otherwise excluded under this insurance.

183. Fumigation Clause

Different type of Fumigation clauses prevalent in the market are given below

1. This Policy is extended to include the costs incurred for fumigation of cargo where such operation is required as a consequence of loss or damage recoverable under the Policy up to Rs …. any one loss or series of losses arising from one event.

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2. In the event of loss or damage to the interest insured caused by fumigation, Underwriters agree to indemnify the Insured for such loss or damage, and the Insured hereby agrees to subrogate these Underwriters any recourse they may have for recovery of such loss or damage from others but this clause does not extend to cover loss or damage caused by customary fumigation applied prior to at the inception of risk.

3. In the vent of the vessel and/or goods insured hereunder being fumigated by order of a properly constituted authority and damage arises therefrom, Underwriters agree to indemnify the Insured for such damage and the Insured hereby agrees to subrogate to Underwriters any recourse that they may have for recovery of such damage from others.

4. Including cost of fumigating cargo on all shipments but excluding damage or depreciation caused thereby.
   Warranted no compulsory order is in being or published at the time of sailing.
   It is further noted and agreed that in the event the vessel is fumigated by order of a properly constituted authority and loss or damage to goods and/or merchandise insured hereunder results therefrom, Insurers hereon agree to indemnify the Insured for such loss or damage and the Insured agrees to subrogate to Insurers any recourse that he may have for recovery of such loss or damage from others.

5. In the event of interest covered hereunder being contaminated or being suspected of being contaminated by vermin it is agreed that the cost of fumigation and any resultant damage to the interest covered hereunder is recoverable under this insurance.

184. Container Damage Clause

This Policy is extended to include the Insured's legal liability in respect of physical loss or damage to containers and/or rail wagons supplied to the Insured by ship owners or others for transportation of goods covered by the Policy from the time the containers is handed over to the Insured for commencement of transit in the country of shipment until it is returned to the container owner in the country of destination on completion of the Voyage. Claims under this clause are limited to Rs ……../- any one loss or series of losses arising from any one event. Claims are subject to a deductible of Rs …… each and every loss.

185. Issuing of Certificates Clause

The Assured is authorised to complete and issue Certificates of Insurance but subject to the terms and conditions of this Policy, it being agreed that only authorised representatives of the Assured can sign the same.

186. Country Damage Clause

This insurance is to include Country Damage whensoever occurring even if such country is occasioned prior to attachment of this insurance or prior to the attachment of the interest. Nevertheless, this insurance is only to pay claims for Country Damage where Country Damage causes a direct loss to the Insured, and it is warranted that the Insured in the event of Country Damage being discovered take all such measures to protect their interest as regards Country Damage as they would have taken had they been uninsured, but no proceedings shall be taken except with the written consent of Underwriters.

Underwriters agree to pay costs and expenses of any legal proceedings incurred with prior written consent.

187. Courier Dispatch Warranties

"Warranted the Assured, Consignor, Consignee and/or their Agents/Associates/Clearing Agents or Suppliers, as applicable, will not contract out with the courier allowing the courier to restrict its

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liability to any amount less than the statutory liability of a common /road, rail, air or sea carrier, whichever mode adopted by the courier.

Breach of the above warranty would entitle the Insurer to settle claims for a maximum of 75% of the assessed loss OR deduct the maximum limit of liability of the respective carrier, recovery of which is prejudiced, at the option of the insurer.

The above warranty would not apply in the following cases:

(i) Where the value of the consignment is less than Rs 50,000 (Rupees Fifty thousand)
(ii) Where the Waybill is counter signed as above but the document incorporates the provisions of the applicable Carriers Act such as Carriers Act of 1865/Railways Act/Carriage of Goods by sea and / or Air Act etc
(iii) the Assured, Consignor, Consignee and/or their Agents/Associates/Clearing Agents or Suppliers, as applicable, IF NEED BE to sign the Waybill or any other document issued by the Courier company and/or their Agents/Associates only in acknowledgment of receipt BUT NOT in agreement with the terms and conditions printed thereon regarding liability of the Courier.

188. Inspection of Records Clause

Different type of Inspection of Records clauses prevalent in the market are given below

1. This Company or its Agents shall have the privilege, at any time during business hours, to inspect the records of the Assured as respects to shipments or other risks coming within the terms of the/this policy.

2. This Company, or its agent, shall have the privilege at any time during business hours to inspect the records of the Assured as respects shipments coming with the terms of the Policy. This privilege expires twelve (12) months after final termination of the policy.

3. The Company or a person appointed by the Company may examine the books and records of the Assured as far as they relate to the subject matter of this insurance at any time while this insurance is in force and for twelve months after termination.

189. Institute Revision Clause

Different type of Institute Revision clauses prevalent in the market are given below

1. The Institute Clauses referred to are those current at the inception of the Policy and should the clauses be revised during the Period of Insurance, and provided that we give you 30 days written notice thereof, then the Institute Clauses so revised shall apply to Goods first sent forward or stored if we insure storage after the date of expiry of such notice.

2. The Institute Clauses referred to herein are those current at the inception of this Contract but should such Clauses be revised during the period of this Contract, and provided that Underwriters shall have given at least 30 days' notice thereof, then the revised Institute Clauses shall apply to risks attaching subsequent to the date of expiry of the said notice.

3. Unless otherwise stated, the Institute Clauses referred to herein are those current at the inception of this Policy. Should such clauses be revised during the period of this Policy, and provided that Insurers shall have given at least 30 days' notice thereof, the revised Institute Clauses shall apply to risks attaching subsequent to the date of expiry of the said notice.

190. Declaration Clause

It is a condition of this Policy that the Assured is bound to declare hereunder each and every shipment or sending or risk in the format agreed without exception falling within the terms of this Policy whether

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arrived or not, the Underwriters/Insurers being bound to accept same up to but not exceeding the limits specified herein.

191. Changes in Water Table Clause

This Policy does not cover Damage attributable solely to change in the water table level.

192. Claused Bill of Lading Clause

This Policy of insurance shall not be prejudiced solely by the reason of the marking of the Bill of Lading with a clause indicating items insufficiently packed.

193. Exhibition Abandonment Extension Clause

Indemnity hereunder is extended to include loss of expenses, (being expenditure directly incurred in connection with the exhibition, including advertising, printing and stationery, insurance premiums, charges for space and services, hire of stand, transport charges and costs of installation of stand fixtures and fittings), upto a maximum of Rs.2,00,000 (Rupees Two lacs only) sustained by the Assured in consequence of abandonment or termination of the exhibition due to an insured loss of, or damage to, the Insured Interest whilst in transit to, or whilst at, the exhibition location.

Underwriters will indemnify the Assured for the full amount of expenses, as defined above, for any loss occurring prior to commencement of the exhibition arising from any loss or damages suffered during the transit to the exhibition or whilst at the site. In the event that loss or damage occurs during the term of the exhibition, Underwriters hereby will pay such proportion as the unexpired term bears to the full Schedule term of the said exhibition.

The Assured shall consult with the surveyors, appointed, and/or Underwriters' Claims Department to judge whether the loss, destruction or damage, is extensive enough to justify cancellation and/or non-attendance at the exhibition.

194. Insolvency Of Shipowners

Clause 4.6. of I.C.C. (A) and of I.C.C. (C) is amended to read as follows:-

In no case shall this insurance cover loss, damage or expense arising from insolvency or financial default of the owners, managers, charterers or operators of the vessel where the Assured is unable to show that, prior to the loading of the subject- matter insured on board the vessel, all reasonable practicable and prudent measures were taken by the Assured, their servants and agents, to establish the financial reliability of the party in default.

195. No Survey Clause

No survey required on claims under:

- Rs.20, 000 (Rupees Twenty Thousand only) in India.
- USD 2,000 (US Dollars two thousand only) or equivalent in any other currency outside India excluding Bangladesh, Bhutan, Maldives, Nepal, Pakistan, and Srilanka.

In the event of loss or damage which may result in a claim under this section amounting to the above amount or over, or equivalent (as at the date of loss) in any other currency, immediate notice should be given to the AIG claims representative at the port or place where the loss or damage is discovered in order that he may examine the goods and issue a survey report.

196. Own Sheets & Ropes Clause

Underwriters agree to indemnify the Assured for loss or damage to sheets ropes toggles and the like, the property of the Assured whilst contained on or in any vehicle the property of the Assured and/or

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within their care, custody and/or control, but limited to Rs.5, 000/- (Rupees five thousand only) each and every loss, excluding wear tear and depreciation.

197. Own Vehicle Debris Removal Clause

Underwriters agree to indemnify the Assured for the costs incurred in the removal of goods and/or merchandise debris following the operation of a peril insured against during the course of transit by the Assured's own vehicles and/or those within their care custody and/or control.

Indemnity shall be limited to a sum of Rs.10,000/- (Rupees ten thousand only) each & every loss.

198. Packers Premises Extension

Underwriters will indemnify the Assured for loss and/or damage to goods temporarily removed to the premises of packers, for the purpose of packing, consolidation, loading and/or stowing of containers or trailers, but limited to a period not exceeding thirty days after the date of arrival on site.

199. Pollution & Contamination Exclusion Clauses

Notwithstanding anything to the contrary contained herein, this Policy does not cover loss or destruction or damage caused by pollution or contamination except (unless otherwise excluded) destruction of or damage to the property insured caused by

(a) pollution or contamination which itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood bursting overflowing discharging or leaking of water tanks apparatus or pipes, sprinkler leakage or impact by any road vehicle or animal

(b) any of the perils listed in (a) above which itself results from pollution or contamination

The Company (Insurers) will not pay for any costs or expenses: -

i) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site
ii) arising from pollution or contamination of property not insured by this Policy

200. Seals Intact Clause (operative in respect of F.C.L. consignments only)

Underwriters agree to indemnify the Assured, for shortages from full container consignments only, being the difference between the documentary confirmed load and stow count, and the out turn report. Indemnity will only be provided, where documentary proof is available of the original seal or replacement seal(s) being secure and intact at the time of arrival at final destination.

Original or any replacement seal(s) numbers shall without fail be noted upon all transit documentation, and the same checked before commencement of unloading operations.

201. Trade Marked Cartons

It is understood and agreed that this section is to cover damage to trade marked cartons, but claims payable hereunder shall he limited to an amount sufficient to pay the cost of new cartons, including forwarding charges of the new cartons and charges of repacking.

202. Testing & Sorting Clause

To include the additional Costs of Testing and Sorting following and incurred as a result of a peril insured against but not exceeding Rs.5000 (Rupees five thousand only) unless such costs are

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reasonably incurred in order to minimise and/or avert a loss for a greater amount which would be covered by the Policy.

203. Theft Co-Insurance Clause

If during the ordinary course of transit between the hours of 9.00 p.m. and 6.00 a.m. vehicle(s) containing the goods and merchandise insured herein are parked or garaged other than in compliance with the Warranty in this Policy extends to include such goods and merchandise and the Assured shall be deemed to be his own insurer for 20% of all losses arising from theft of or from vehicle(s). In addition to the above it is also agreed that ALL protective appliances that are fitted and ALL locking devices shall be properly and adequately maintained and will not be withdrawn without prior notification and agreement of Underwriters. All protective appliances shall be put into effect upon the vehicle being left locked and unattended any time throughout the day.

204. Imported Machinery (All Types) clause

The indemnity provided by this policy does not extend to include cost incurred/time involved in the movement of the machinery and/or any other property insured hereunder and/or personnel outside territorial limits of India other than the cost of deliver of replacements, for machinery lost or damaged.
It is hereby declared and agreed that in the event of the market value of any machine being enhanced by repairs or replacements of parts, following an accident covered by the policy, such increase in value will be deducted in the amount of indemnity payable by the Company.

205. Institute Location Clause

Notwithstanding anything to the contrary contained in this contract Underwriter's liability in respect of any one accident or a series of accidents arising out of any one accident or series of accidents arising from the same event in any one location shall not exceed the sum indicated against Location limit in the policy schedule.

206. **Courier Clause or Parcel Clause (By Courier) - All Risks**

This insurance attaches from the time the Courier collects the subject matter insured and Courier Receipt(s) thereof duly issued and continues in force during the ordinary course of transit until delivered to the consignee at the destination by the Courier or the expiry of 15 days counting from the day notice of arrival is despatched by the Courier to the consignee, whichever shall first occur.
This insurance is against all risks of loss of or damage to the subject matter insured irrespective of percentage but shall in no case be deemed to cover loss damage or expense proximately caused by delay, confiscation, detention, condemnation or destruction by customs & duty or any other lawful authority on the ground of illegality, misdescription, insufficient packing, mis-declaration, mis-valuation, inherent vice or nature of the subject matter insured. Including the risks of Theft, Pilferage & Non-delivery subject to the following clauses:

a) It is agreed that this Policy covers the risk of Theft and/ or pilferage irrespective of percentage. No liability for loss to attach hereto unless notice of survey has been given to Courier at the place of destination and a written proof of shortage obtained.
b) It is hereby agreed that this Policy covers the risk of Non-delivery of an entire package for which the liability of the Courier or other carrier is limited reduced or negated by the Contract of Carriage by reason of the value of the goods. The Company to be entitled to any amount recovered from the Courier or other carriers in respect of such losses (less cost of recovery if any) up to the amount paid by them in respect of the loss.
In the event of loss or damage arising hereunder, written claim must be filed immediately against the Courier and a copy thereof and of the reply thereto should accompany any claim presented under this Policy. Courier Receipt for the package is also required as proof.

207. Electronic Date Recognition Clause with Named Peril Extension

This policy does not cover any loss, damage, expense or liability of whatever nature which might

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otherwise be recoverable under this insurance arising out of or in any way connected with, whether direct or indirect, proximate, remote or consequential caused by, resulting from, contributed to or made worse by the failure of any owned or non-owned:

1. computer system, computer equipment, hardware, program or software or
2. micro-chip, integrated circuit or similar device in computer equipment or non-computer equipment; to correctly recognize any date as its true or correct date, regardless of any other cause or event.

This exclusion does not apply to loss of or damage to merchandise insured reasonably attributable to:

1. Fire or explosion
2. Vessel or craft being stranded, sunk or burnt
3. Accident to an air or land conveyance
4. Collision or contact of a water borne conveyance with any external object (ice included) other than water
5. Discharge of cargo at a port of refuge or distress
6. Fumigation of the vessel, dock or wharf while the merchandise is aboard or on docks or wharves
7. While ashore, earthquake, cyclone, hurricane, collapse of docks and wharves and flood (meaning the raising of navigable waters); or
8. Total loss of any package during loading or unloading from the overseas conveyance.

Subject always to the terms, conditions, limits and exclusions contained elsewhere in this policy.

208. Limitation of liability (inland transits) clause

The liability of the insurer shall be limited to 75% of the assessed loss where the consignment note is issued limiting the liability of the carriers in any respect by special contract duly signed by the consignor, consignee or by the duly authorized representative, agents or where the consignment note is issued by a private carrier (other than a vehicle belonging to the owner of goods) or freight broker. This warranty would not apply where loss or damage has occurred whilst the goods are not in the custody of the carriers.

209. Basis of Valuation Clause

Invoice Value/CIF Value/FOB Value/C&F Value + 10% or as may be agreed prior to attachment of risk/s.

210. Cancellation Clause

1. This contract may be cancelled by either the Company or the Assured giving 30 days notice in writing to take effect from the midnight of the date of notice but risks covered by Institute War Clauses may be cancelled at seven days notice and risks covered by the Institute Strikes Clauses/Strikes, Riot & Civil Commotions Clause-Inland Transit may be cancelled at seven days notice. Notice shall commence from midnight of the day when it is received but cancellation shall not apply to any risks which have attached in accordance with the cover granted hereunder before the cancellation becomes effective.
2. This policy may be cancelled by either Underwriters or the Assured giving thirty days notice in writing to take effect from midnight of the day notice of cancellation is issued but risks covered by Institute War Clauses may be cancelled at seven days notice and risks covered by the Institute Strikes Clauses may be cancelled at seven days notice, or at forty-eight hours notice in respect of shipments to or from the United States of America. Notice shall commence from midnight of the day when it is issued but cancellation shall not apply to any risks which have attached in accordance with the cover granted hereunder before the cancellation becomes effective.
3. This contract may be cancelled by either the Company or the Assured giving 30 days notice in writing to take effect from the midnight of the date of notice but risks covered by Institute War Clauses may be cancelled at seven days notice and risks covered by the Institute Strikes Clauses/Strikes, Commotion Clause-Inland Transit may be cancelled at seven days notice, or at forty-eight hours notice in respect of shipments to or from the United States of America. Notice shall commence from midnight of the day when it is received but cancellation shall not apply to

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any risks which have attached in accordance with the cover granted hereunder before the cancellation becomes effective

Based on the requirements of the insured/contract/risk, and changes in the market and marine insurance clauses, the clauses wordings may be suitably updated/modified under Marine clauses wordings Annexure 7.1 & 7.2

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