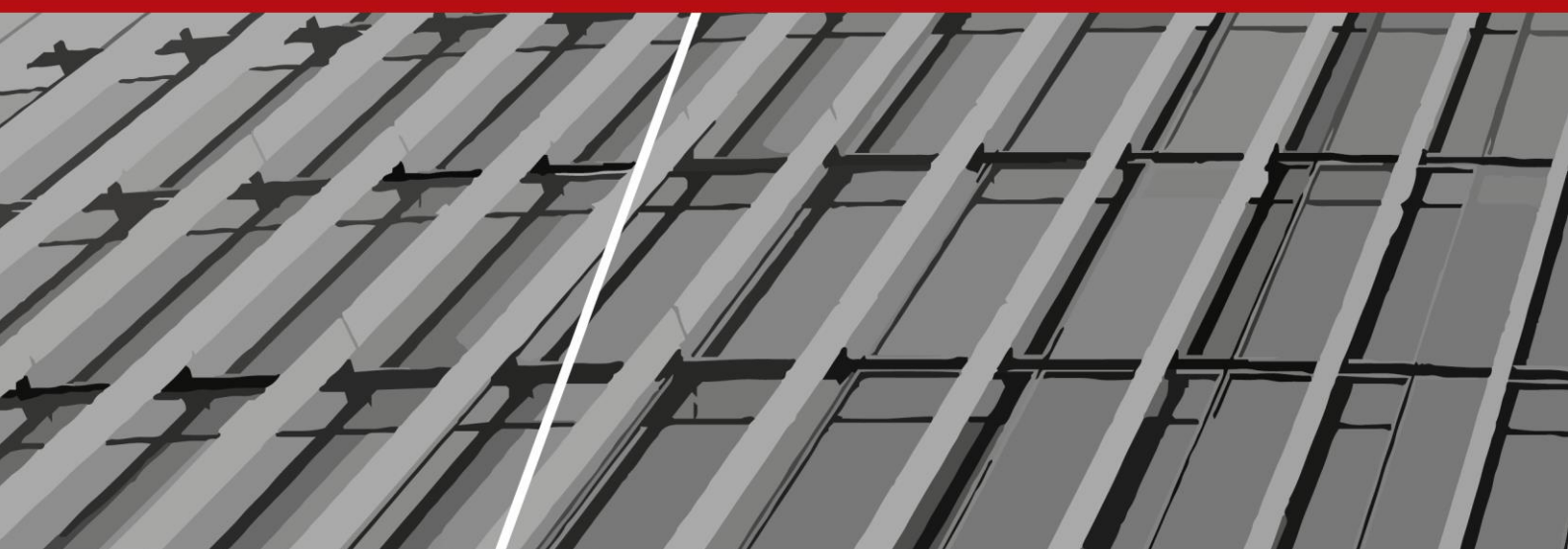


CNA / **HARDY**

Broker**Advantage**



CNA Hardy is a leading specialist commercial insurance provider for clients within the Lloyd's and company markets.

CNA Hardy is part of CNA Financial Corp, the 8th largest U.S. commercial property and casualty insurance company. Established in 1897, CNA has approximately 7,000 employees, serving businesses and professionals in the U.S., Canada, Europe and Asia.

CNA Hardy offers a wide range of products and services, providing a superior suite of insurance solutions that any organisation conducting business requires.

When it comes to business insurance... We can show you more.®

- **More Financial Strength:** We are small enough to be nimble yet big enough to be a safe bet. We benefit from both CNA and Lloyd's strong financial ratings
- **More Global Reach:** We have the ability to write business in more than 200 countries and territories across the world, and have a network of more than 85 offices
- **More Expertise:** We have local employees spread across 3 continents working to develop market-leading products and services that meet evolving customer needs
- **More Flexibility:** A flexible underwriting approach enabling us to consider complex and unusual risks and provide tailored insurance solutions
- **More Innovative Thinking:** We believe in challenging the status quo to provide better service and enhanced solutions for our customers
- **More of what our Customers Value:** Deep industry and product expertise. Broad underwriting appetite. Claim and risk control excellence. Local presence

Why choose CNA Hardy?

For us, the customer comes first.

Our winning proposition is our **commitment to our customers:** We offer more than just a policy – we deliver distinctive insurance solutions and we promise a superior customer service.

How we deliver on this commitment is what sets us apart from the competition.

Here are just some of the reasons you should choose us:

- **People:** We recognise that our staff bring our commitment to our customers to life. Our priority is to be a great place to work so we continue to attract, retain and develop the best talent in the market.
- **Product and service:** We develop innovative and specialised solutions by product and industry specialism and create certainty for customers through the delivery of underwriting and service excellence. This comprehensive global product offering supported by superior claim and risk control services is hard to replicate.
- **Partnership:** We believe in building enduring relationships and want to focus our energy on partnering with customers and producers who value our approach and seek the same.
- **Proven track record:** Our financial strength underpins our contract with our customers. We receive consistently high ratings from AM Best and Standard & Poor's proving our ability to deliver on our commitment should the worst happen.

CARGO POLICY

Thank you for choosing to purchase this Cargo Policy from CNA. CNA Insurance Company Limited has been a leader in the field of cargo insurance in the UK since 1864, and is part of CNA Financial Corporation, one of the largest commercial insurers in several countries around the world. With this global reach, combined with local representation, we pride ourselves in offering one of the broadest and most comprehensive cargo policies available.

If you wish to submit a claim, please see Section F for details of our specialist marine claims adjusting operation, or refer to { HYPERLINK "<http://www.cnacargo.com/>" } for details of claim survey agents around the world.

Thank you for your partnership.

Signed:



David Brosnan
Chief Executive Officer

PLEASE READ THIS POLICY (AND THE SCHEDULE WHICH FORMS AN INTEGRAL PART OF THE POLICY), WHICH FORMS A BINDING CONTRACT BETWEEN YOU AND YOUR INSURER, CNA INSURANCE COMPANY LIMITED. IF IT DOES NOT MEET WITH YOUR REQUIREMENTS YOU SHOULD INFORM US IMMEDIATELY THROUGH YOUR INSURANCE BROKER

INSURING CLAUSE

CNA Insurance Company Limited (hereinafter referred to as the **Insurer**) and the **Assured** agree that in consideration of the premium paid to the **Insurer**, the **Insurer** will insure the **Subject Matter Insured** against physical loss or damage in accordance with the terms and conditions of this **Policy** for the **Policy** Period shown.

The Schedule, wording, and exclusions incorporate terms and conditions which may limit cover or, in certain situations, exclude cover, in addition to the **Policy** Terms and Conditions and Endorsements which also contain limits in cover and exclusions.

Words set out in **bold** have the meaning set out in the Definitions section, wherever they appear in the **Policy**.

This Policy shall not be in force unless the Schedule is countersigned by an authorised representative of CNA Insurance Company Limited.

RULES OF CONSTRUCTION GOVERNING THIS POLICY

This **Policy** consists of the following Sections:

Section A	Schedule	This section is unique for each Assured , and shall take precedence over all other Sections, except <i>Section B</i> .
Section B	Paramount Clauses	These clauses override anything elsewhere in the Policy which is inconsistent with them.
Section C	CNA Clauses	These clauses shall override <i>Section D</i> where there is any inconsistency.
Section D	Institute Clauses	These shall form the basis of your cover.
Section E	Special Clauses	These clauses only apply if shown as being applicable in <i>Section A</i> , and shall override <i>Sections C and D</i> only where there is any inconsistency.
Section F	Claims	
Section G	Complaints and Compliance	

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SECTION B: PARAMOUNT CLAUSES

1. Definitions

The following expressions shall have the meanings set out below wherever they appear in bold in the **Policy**:

a) “Assured” or “Insured”

means the individual, partnership, corporation or other entity named in the Schedule, and consignees as determined by terms of sale of the goods, and if they have an insurable interest in the cargo.

b) “Insurer” or “Insurers”

means CNA Insurance Company Limited.

c) “Policy”

means, collectively, Part A: Schedule (including any schedule issued in substitution), Part B: Paramount Clauses, Part C: CNA Clauses, Part D: Institute Clauses, Part E: Special Clauses if designated as being applicable in the Schedule, Part F: Claims, Part G: Compliance. Plus any endorsements agreed subsequent to the original date of issue of the **Policy**.

d) “Underwriter” or “Underwriters”

means CNA Insurance Company Limited.

e) “Approved General Merchandise”

shall mean the following when designated as the **Subject Matter Insured**: Goods which are not particularly susceptible to breakage, theft, leakage or water damage. The following are not regarded as **Approved General Merchandise** and must be referred to **Underwriters** for applicable Terms and Conditions prior to inception of cover/insurable interest:

- Antiques, Artwork and Jewellery
- Arms, Ammunition, Military Equipment and any similar goods which should properly be subject to the Export Control Order 2008.
- Bagged Goods (Non-Containerised)
- Bonds, Deeds, Manuscripts, Securities and Plans
- Bulk and Break Bulk Cargoes
- Bullion
- Cash and Credit Cards
- Cement
- Cigars, Cigarettes, Tobacco and Tobacco Products
- Computer Chips, CPUs and Circuit Boards
- Furs, Skins and Hides
- Glassware, Ceramics, Marble and similar fragile Goods
- Hand Held Computer and/or Communication Devices such as PDAs, Mobile Telephones, I-Pods and Computer Games
- Hazardous, Restricted or Controlled Goods
- Household Goods and Personal Effects
- Livestock, Plants and Animals

- Motor Vehicles
- Perfumes
- Perishable Foodstuffs and other temperature sensitive commodities
- Plasma Screens
- Precious Metals and Stones
- Scrap Metals
- Stamps and Treasury Notes
- Television, DVD and Hi-Fi Equipment
- Unprotected or Unpacked Goods
- Used Goods
- Wines, Spirits and Beer

2. **Assured**

The **Assured** named on the Schedule shall be entitled to the benefit of this **Policy** provided the **Assured** has an insurable interest in the cargo at the time of the loss.

3. **Period of Attachment**

This **Policy** shall cover and attach on all shipments made on or after 00:00 local standard time at place of issue of this **Policy** and prior to date of expiry or cancellation of this **Policy**.

4. **Subject Matter Insured**

This **Policy** shall only cover goods as set out on the Schedule, and similar goods incidental to the **Assured's** normal business, suitably packed for transit.

5. **Cancellation**

This **Policy** may be cancelled by either **Insurers** or the **Assured** giving thirty days notice in writing to take effect from midnight of the day notice of cancellation is issued, but such cancellation shall not prejudice any risk or risks which shall have already attached.

Cancellation of War, Strikes, Riots and Civil Commotions and Malicious Damage Risks provided is as set out in the Institute Standard Conditions for Cargo Contracts (Clause 70.i).

Where this insurance covers piracy and/or general average, salvage and sue and labour charges arising from piracy, such cover may be cancelled by **Insurers** giving 7 days notice in writing, cancellation to take effect on the expiry of 7 days (10 days in respect of reinsurance) from midnight of the day on which the notice is issued by **Insurers**.

Insurers agree to reinstate this coverage subject to agreement between **Insurers** and the **Assured** prior to the cancellation taking effect as to any new rate of premium and/or conditions and/or warranties. Such cancellation shall not affect any insurance which has attached before the cancellation takes effect.

If the cancellation is in relation to specific geographical areas, such areas will be clearly defined by **Insurers** in the notice of cancellation.

6. Limits of Liability

The **Insurers** shall not be liable for more than the amounts as set out on the Schedule.

If the total value at risk exceeds the Limit(s) of Liability provided by this **Policy**, the **Assured** shall nevertheless report the full amount at risk to the **Insurers** and shall pay full premium thereon. Acceptance of such reports and premium shall not alter or increase the Limit(s) of Liability of the **Insurers**, but **Insurers** shall be liable for the full amount of coverage up to, but not exceeding, the applicable Limit(s) of Liability.

The Limit of Liability of the **Insurer** with respect to the coverages provided for in the General Average and/or Salvage Charges and/or Special Charges shall not be separate from, or in addition to, the Limit of Liability set forth above and shall not be separate from or in addition to any other Limit(s) of Liability set forth in this **Policy**.

The Limit of Liability of the **Insurer** with respect to the coverage provided for sue and labour shall be in addition to the Limits as set out in the Schedule, but shall not exceed fifty (50) percent of the Limit of Liability specified in the Schedule.

7. Terrorism

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 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 90 days after completion of discharge overside of the **Subject Matter Insured** from the overseas vessel at the final port of discharge,
- 1.6 in respect of air transits, on the expiry of 60 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.
- 3 policy includes cover for the first GBP 100,000 or equivalent in other currencies any one loss or series of losses arising out of one event in respect of any loss of or damage to the subject-matter insured caused by any terrorist or any person acting from a political motive which would have been excluded from cover under this policy due to clause 1 above.

However, this Clause shall have no application where, under the provisions of the US Terrorism Risk Insurance Program Reauthorization Act 2015 (TRIPRA), the **Assured** has elected to purchase the terrorism coverage defined therein only in respect of risks in the USA and in accordance with the Policyholder Disclosure Notice which accompanied the quotation or renewal quotation of this **Policy**. This Notice of Coverage is only applicable to risks covered by TRIPRA. This coverage shall also only be applicable where **Insurers** have received instructions to cover TRIPRA risks as per the aforesaid notice.

8. Insuring Conditions

The following terms and conditions shall apply to the specific modes of transit or storage, unless set out otherwise in this **Policy**.

a) For Shipments on Water (except frozen or chilled produce)

Institute Cargo Clauses (A)	CL.382	1.1.09
Institute War Clauses (Cargo)	CL.385	1.1.09
Institute Classification Clause 01/01/2001	CL.354	1.1.01
Institute Strikes Clauses (Cargo)	CL.386	1.1.09

b) For Shipments by Air (except frozen or chilled produce)

Institute Cargo Clauses (Air) (excluding sendings by post)	CL.387	1.1.09
Institute War Clauses (Air Cargo)	CL.388	1.1.09
Institute Strikes Clauses (Air Cargo)	CL.389	1.1.09

c) For Shipments by Rail or Road (except frozen or chilled produce)

Institute Cargo Clauses (A)	CL.382	1.1.09
Institute War Clauses (Cargo)	CL.385	1.1.09
Institute Strikes Clauses (Cargo)	CL.386	1.1.09

d) For Storage (except frozen or chilled produce)

Institute Cargo Clauses (A)	CL.382	1.1.09
Institute Strikes Clauses (Cargo)	CL.386	1.1.09
Subject to Warehouse Extension (80)		

e) For Shipments by Water – On Deck

Consignments shipped on deck of the carrying Vessel, with the knowledge and consent of the **Assured** and for which an On Deck Bill of Lading is issued, are subject to Institute Cargo Clauses (C). However where consignments are shipped in fully enclosed standard containers, cover is subject to the provisions of a) above applying to under deck shipments by water, even though such containers may be stowed on deck.

f) Sendings By Post (except frozen or chilled produce)

Institute Cargo Clauses (A)	CL.382	1.1.09
Institute Strikes Clauses (Cargo)	CL.386	1.1.09
Institute War Clauses (Sendings by Post)	CL.390	1.3.09

g) Shipments and / or Storage of Frozen or Chilled Foodstuffs or similar produce as specified and agreed by Insurers

Institute Frozen Food Clauses (A) (Excluding Frozen Meat)	CL.263	1.1.86
Institute Strikes Clauses (Frozen Food) (Excluding Frozen Meat)	CL.265	1.1.86
Institute Frozen Meat Clauses (A) - 24 Hours Breakdown	CL.324	1.1.86
Institute Strikes Clauses (Frozen Meat)	CL.327	1.1.86
Institute Classification Clause 01/01/2001	CL.354	1.1.01
Institute War Clauses (Cargo) *	CL.385	1.1.09
Subject to Warehouse Extension (77)		

* These clauses are only applicable to goods in the ordinary course of transit and not storage

h) Where additional or alternative Institute Clauses are applicable, these shall be shown on the Schedule.

9. Radioactive Contamination Clause

Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause 10/11/03

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.
- 1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

10. Marine Cyber Endorsement LMA 5403

1. Subject only to paragraph 3 below, in no case shall this insurance cover loss, damage, liability or expense directly or indirectly 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, computer process or any other electronic system.
2. Subject to the conditions, limitations and exclusions of the policy to which this clause attaches, the indemnity otherwise recoverable hereunder shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.
3. 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, paragraph 1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.
4. Notwithstanding the exclusions listed in paragraph 1 above insurers agree that cover for theft of the subject matter insured subject always to the conditions, limitations and exclusions of the policy to which this clause attaches whether directly or indirectly 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, computer process or any other electronic system is covered hereunder.

11. Law Applicable

This **Policy** is understood and agreed to be governed and construed in accordance with the laws of England and Wales.

12. Exclusive Jurisdiction

The **Assured** and **Insurer** agree and irrevocably attorn to the exclusive jurisdiction the courts of the country where this **Policy** is issued.

13. Sanctions Exclusion

This **Policy** shall not apply to any trade or activity which is subject to any applicable trade or economic sanction, prohibition, restriction or United Nations resolution. 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 applicable trade or economic sanction, prohibition or restriction or United Nations resolution.

14. Average (underinsurance)

Whenever a Sum Insured is declared to be subject to average, if at the time of any Damage such Sum Insured is less than the total value of the subject matter insured, then the Insured shall be considered as being their own insurer for the difference and shall bear a rateable share of the loss accordingly.

SECTION C: CNA CLAUSES

15. Accumulation Clause

The Limits of Liability expressed herein shall not apply in the event of or during transshipment or after the arrival of the overseas vessel or conveyance at the port or place of discharge, provided always that any accumulation of goods during the ordinary course of transit beyond such Limits of Liability shall not have arisen from circumstances within the control of the **Assured**. Should there be any other accumulation of goods beyond such Limits of Liability by reason of interruption of transit and/or other circumstances beyond the control of the **Assured**, **Insurers** shall, provided notice be given in all such cases as soon as known to the **Assured**, hold covered such excess amount and be liable for the full amount at risk.

In no event shall **Insurers** be liable hereunder for more than double the Limits of Liability expressed herein or GBP 5,000,000, whichever is the less, unless increased with prior agreement of **Insurers**.

16. Additional Discharge and Forwarding Costs

Following a claim recoverable under this policy insurers agree to pay any additional expenses incurred necessarily and reasonably incurred in discharging, handling, storing or unloading sound or damaged cargo and re-forwarding the goods to either the intend destination, an alternative destination or the place of origin.

Cover under this clause is limited to a maximum of GBP 25,000 any one loss

17. Antiques Clause

Where this **Policy** covers antiques or works of art and in the event of this **Subject Matter Insured** being damaged by risks insured against, this **Policy** covers only the reasonable cost of repairs and in no circumstances shall cover depreciation or loss in value in addition thereto. Furthermore, the burden of proof shall lay with the **Assured** to adequately show to **Insurers** satisfaction that the individual values given in respect of the **Subject Matter Insured** accurately represent no more than their fair market value at date of loss.

18. Brands and Trade Marks

In the case of loss of or damage to goods insured bearing embossed or indented brands or other permanent marking identifying the **Assured** as the manufacturer and carrying or implying the guarantee of the **Assured**, and where such loss or damage is recoverable under this **Policy**, then such damage shall be treated as a constructive total loss.

This extension in cover shall only apply where it is not possible to remove the embossed or indented brand or permanent marking and the **Assured** is able to demonstrate to **Insurers** that sale of such damaged goods will be detrimental to the **Assured's** good name. Subject to prior agreement by **Insurers** the **Assured** shall dispose of the damaged goods to the best advantage or they shall be destroyed in the presence of both a representative of **Insurers** and the **Assured**.

19. Buyer's Interest

In respect of goods purchased by the **Assured** on CIF or similar terms where the Seller is responsible for effecting insurance on conditions no more restrictive than ICC (A), this insurance is to indemnify the **Assured** in respect and to the extent of claims which they fail to recover from the insurance effected by the Seller. This insurance applies only to loss or damage which is or would be recoverable under the conditions of this **Policy** applicable to similar interest bought or sold on terms that the **Assured** is responsible for effecting insurance.

The existence of this insurance must not be disclosed to any third party.

All rights and benefits against the Seller and/or Sellers interest and/or Carriers and/or others are to be subrogated to **Insurers**.

Any assignment of this **Policy** or of any interest or claim hereunder shall discharge **Insurers** from all liability.

20. Concealed Damage

This **Policy** terminates in accordance with the Transit Clause forming part of the relevant Institute Cargo Clauses herein, but it is hereby understood and agreed that any claim hereunder will not be prejudiced by delay in calling for survey providing such delay does not exceed 90 days after the termination of this insurance, provided always that if the packages arrive on site with outward signs of damage, an immediate application will be made for survey.

This clause is only operative where the claimant is the **Assured** named herein and does not apply to the benefit of any third parties.

21. Condensation and Contamination

This Policy includes Loss caused by condensation damage and damage caused by changes in temperature, humidity or contamination or interruption of power, heat, air conditioning or refrigeration.

Subject to a limit of GBP 25,000 any one claim and GBP 50,000 in the annual aggregate.

22. Consequential Loss

This Policy covers, in addition to any other amount recoverable hereunder, consequential loss reasonably and necessarily incurred by the Assured as a result of:

- a) loss of or damage to the Subject Matter Insured recoverable under the terms of this Policy
- b) and/or as a result of delay to the Subject Matter Insured whilst in transit caused by the carrying conveyance suffering loss or damage from:
 - i) fire or explosion,
 - ii) vessel being stranded, grounded, capsized or sunk,
 - iii) collision or contact of vessel or conveyance with any external object other than water,
 - iv) General Average sacrifice.

But excluding:

- a) any pecuniary penalties imposed under contract,

b) any claim for loss of future orders unless they are the subject of a confirmed written contract which pre-dates the incident giving rise to the claim.

Cover under this Clause is limited to GBP 50,000 limit any one loss, and GBP 150,000 limit in the aggregate any one period of insurance. Coverage hereunder is also subject to the Assured contributing to each and every loss recoverable hereunder in the sum of 20% of the gross amount of the loss, Insurers paying the balance of 80%.

23. Container Damage

This Policy includes the original Assured's legal liability in respect of physical loss only, to Containers and/or rail wagons supplied to the original Assured by vessel or aircraft owners for the insured transit of the Subject Matter Insured from the time the container or rail wagon is handed over to the original Assured or his agent in the country transit commences until it is returned to the container owners in the country of destination of the Subject Matter Insured. Subject to a maximum amount payable by Insurers of GBP 25,000 any one claim, loss or event.

24. Container Demurrage Charges

This **Policy** is extended to cover demurrage and/or late penalties assessed against, and paid by the **Assured** for late return of containers when said containers are retained by the **Assured** upon instruction from **Insurers** or their appointed surveyors for investigation of loss or damage which may be recoverable hereunder. However, **Insurers** shall not be liable for any demurrage charges which may be assessed against the **Assured** for delay caused by strike, lockout, stoppage or restraint of labour. The time period for which **Insurers** shall be liable for said charges shall begin at the time that **Insurers** or their appointed surveyors instruct the **Assured** in writing to retain the containers for inspection and end at the time the appointed surveyor instructs the **Assured** to return the containers.

Cover under this clause is for the sole benefit of the **Assured** named in this **Policy** and is not assignable.

Subject to a limit of GBP 50,000 any one loss.

25. Conveyances

Unless otherwise agreed, **Subject Matter Insured** shall be carried by approved Power Vessel (approved as per Institute Classification Clause herein) and/or Airfreight and/or Rail and/or Post and/or Road Vehicles including Vehicles Owned or Operated by the **Assured**. Including transit by craft and/or lighter to and from the Vessel.

26. Cuttings Clause (Pipes and Rolls)

In the event of damage or breakage to pipes, rolls of steel, paper or rugs, textiles and carpets caused by an insured peril it is agreed that the damaged length or portion shall be cut off, the remaining length or portion be considered as sound and the **Insurers** shall be liable only for the insured value of the length or portion which has been lost by being broken off or cut off. In addition, the **Insurers** shall be liable for the cost of cutting. Where however there is any inconsistency with the provisions of the Brands Clause herein, those provisions shall apply.

27. Debris Removal

This insurance is extended to cover, in addition to any other amount 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 risk, but excluding absolutely:

- a) any expenses incurred in consequence of or to prevent or mitigate pollution or contamination, or any threat or liability thereof.
- b) 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 insured value under this **Policy** of the damaged goods removed or GBP 100,000 whichever shall be the greater.

28. Deliberate Damage – Pollution Hazard

This **Policy** is extended to cover, only whilst the **Subject Matter Insured** is aboard a waterborne conveyance, loss of or damage to the **Subject Matter Insured** directly caused by governmental authorities acting for the 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** if the **Subject Matter Insured** would have sustained physical loss or damage as a direct result of such accident or occurrence. This Clause shall not increase the Limits of Liability provided for in the Declaration.

29. Difference in Conditions on CIF Shipments

In respect of shipments which are purchased CIF or on similar terms and the insurance arranged by the supplier or seller is 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 sellers insurance.

This insurance also guarantees the collection in full of all losses which otherwise would come within the terms of this **Policy** and **Insurers** are to advance the amount to the **Assured** as a loan repayable. This insurance is not to be deemed a double insurance.

30. Duty and / or Taxes

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 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 **Insurers** 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.

31. Errors and Omissions

Insurers agree that the **Assured** shall not be prejudiced by any unintentional error or omission relating to declarations of shipments under the **Policy**, provided that such error or omission is advised to **Insurers** as soon as it comes to the notice of the **Assured** and any premium deficiency arising as a result is made good by the **Assured**.

32. Exclusions

Excluding scratching, denting, marring and/or chipping and claims for repainting on unpacked unprotected items, or items which are not packed in fully enclosed crates.

Excluding rust, oxidation and discolouration on unpacked, unprotected items, or items which are not packed in fully enclosed crates.

Excluding mechanical and/or electrical and/or electromagnetic derangement unless caused by a peril insured against.

33. FOB Shipments

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 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 45 days. Any period in excess of 45 days held covered at a rate to be arranged subject to prompt advice thereof being given to the **Insurers**.

34. Fraud

If any benefit is obtained or attempted to be obtained under this **Policy** by way of any fraudulent means or devices by the **Insured**, or anyone acting on the **Insured's** behalf, then in accordance with the Insurance Act 2015 or other legislation the **Insurer** shall not be liable to pay the **Claim** and may terminate the **Policy** with effect from the time of the fraudulent act, retaining any premiums paid.

However, treating a contract as having been terminated does not affect the rights and obligations of the **Insured** or the **Insurer** with respect to a relevant event (for example, the occurrence of a loss, the making of a claim, or the notification of a potential claim) occurring before the time of the fraudulent act.

35. Fraudulent Bill of Lading

This **Policy** also covers physical loss or damage to the **Subject Matter Insured** through acceptance by the **Assured** or their Agents and/or Shippers of fraudulent bills of lading and/or shipping receipts.

36. Frozen and/or Chilled Product carried by Own Vehicle

Notwithstanding any exclusions contained within the **Policy** this extension provides cover against deterioration in consequence of temperature variations but always subject to the applicable Institute Frozen Food Clauses herein, and additionally subject to the following:

- a) every driver involved in the transportation of goods in a refrigerated or chilled or insulated condition shall have had tuition in the handling of such traffic from the manufacturers of such equipment or the duly authorised agent of the manufacturers or a similarly qualified party; and
- b) the temperature within the unit shall be recorded in writing by the **Assured** at the time of loading and unloading and, in the case of any journey exceeding twelve hours duration, the temperature within the unit shall be recorded in writing at intervals of not more than twelve hours.

It is a condition precedent to liability that the **Assured** shall retain such records to serve as evidence in connection with any claim which may arise; and

- c) refrigerated/insulated vehicles and/or trailers shall be maintained and used in accordance with manufacturers instructions; and
- d) the amount to be borne by the **Assured** in respect of each and every loss as a result of this Clause shall be GBP 500, unless agreed otherwise and shown on the Schedule.

37. Fumigation

In the event of loss of or damage to the **Subject Matter Insured** caused by fumigation, **Insurers** agree to indemnify the **Assured** for such loss or damage, and the **Assured** hereby agrees to subrogate to **Insurers** any recourse they may have against third parties. This Clause does not extend to cover loss or damage caused by customary fumigation applied prior to the inception of risk, nor to fumigation arising from inherent vice of the **Subject Matter Insured**.

38. Insolvency of Shipowners

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 or other carrying conveyance where the **Assured** are unable to show that, prior to the loading of the **Subject Matter Insured** on board the vessel or other carrying conveyance, 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.

39. Inspection of Records

Insurers shall have privilege at any reasonable time either before, or within 1 year after cancellation of this **Policy** to inspect the records of the **Assured** regarding shipments falling within the terms of this **Policy**.

40. Insurance Act 2015

In accordance with the Insurance Act 2015, the **Insured** shall ensure that the information provided by or on behalf of the **Insured** in connection with this insurance (whether at inception or otherwise) is presented in a clear and accessible manner and shall be materially accurate and not omit any material information

which is known by the **Insured** or likely to be of relevance to the **Insurer** in accepting the insurance and setting the terms and conditions of this **Policy**.

This may include but not be limited to any knowledge or information:

1. available to, held, known or ought reasonably to have been known by any of the **Insured's** senior management or equivalent, the **Insured's** broker, the **Insured's** risk manager and any individual responsible for this insurance; or
2. which would have been revealed following a reasonable enquiry.

The remedies available to the Insurer under the Insurance Act 2015 include:

- a) changing or adding terms and conditions to the **Policy** which may take effect from inception;
- b) the reduction in the amount paid for a **Claim**; or
- c) where the **Insurer** would not have **Insured** the risk; treat the **Policy** as if it never existed, returning any premium received; or
- d) deliberate or reckless acts may cause the **Policy** to be treated as if it never existed.

41. ISM Code and Forwarding Charges

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 owner or operators do not hold an ISM Code Document of Compliance when, at the 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:

- a) either that such vessel was not certified in accordance with the ISM Code
- b) or that a current Document of Compliance was not held by her owners or operators

as required under the SOLAS Convention 1974 as amended. 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.

This insurance is however 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 Insured** 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 either:

- a) to such vessel not being certified in accordance with the ISM code
- or
- b) to 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 and exclusions contained in the **Policy** and in respect of such unloading, storing and forwarding charges is subject to a limit of 20% of the Sum Insured for the voyage in question, or GBP 100,000, whichever is the lesser amount.

42. Labels

In case of damage from risks insured against only affecting labels the **Insurers** liability shall be limited to an amount sufficient to pay cost of reconditioning or cost of new labels and re-labelling the goods.

43. Letters of Credit

It is agreed 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, provided that any extension to this **Policy** wording shall be held covered at terms and conditions to be agreed prior to entering into such contract.

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 **Policy**.

44. Loading and Unloading

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 Consignee's premises.

45. Mildew, Infestation, Vermin and Rodent

This Policy includes Loss caused by mildew, infestation, vermin and rodents, however arising.

46. Non-Contribution

This insurance does not cover any loss or damage which at the time of happening of such loss or damage is insured by, or would, but for the existence of this **Policy**, be insured by any other policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected.

47. Non Delivery

In the event of non-delivery of the Subject Matter Insured and after the Assured has taken reasonable steps to locate the cargo, Insurers agree that they will make settlement to the Assured if the cargo has not been located after the expiration of 60 days from the date of arrival of the overseas vessel or aircraft at the port or airport of discharge or from the date that the Subject Matter Insured should have arrived at the final destination.

48. On Deck Shipments

This insurance is extended to cover on-deck shipments (whether containerised or not) at Policy rates and conditions, including the risks of jettison and loss or washing overboard.

49. Packing

In the event of a claim for physical loss or damage to the goods insured which is alleged to be caused by insufficiency or unsuitability of packing or preparation of the goods, **Insurers** hereby agree that they will not use such alleged insufficiency or unsuitability as a defence against the claim where the packing or preparation was carried out by a party other than the named **Assured** and/or their Agents and the

insufficiency or unsuitability arose entirely without the named **Assured's** privity or knowledge. For the purpose of this Clause "packing" shall be deemed to include stowage in a container and/or other similar intermodal methods of unit load.

The **Assured** agrees to assist **Insurers** in all respects to pursue rights of recovery against Sellers and/or Carriers and/or Third Parties as necessary.

50. Pair, Set or Parts

In the event of loss or damage to any article or articles which are a part of a pair or set, or any part of property covered consisting, when complete for use, of several parts the measure of loss or damage to such article or articles shall be a reasonable and fair proportion of the total value of the part, pair or set, the **Insurer** hereby agrees to indemnify the **Assured** in respect of the resulting reduction in value of the remaining undamaged components or parts or products customarily sold as individual units or sold as part, pairs, sets or lots.

51. Presentation Packing

Insurers agree to pay the reasonable costs of repair or replacing of any presentation packing of goods lost or damaged provided that the presentation packing has been protected to withstand the normal rigours of the transit.

52. Process

Insurers shall not be liable for any loss, damage or expense to property hereby insured which may be sustained whilst the same is in use and/or whilst being worked upon and directly resulting thereon.

53. Replacement by Air

It is agreed that where there is loss or damage which is the subject of a claim hereunder and the **Assured** can demonstrate the necessity to forward the replacements of the lost or damaged items by air in order to prevent interruption to their business, **Insurers** will pay the extra costs so involved up to a maximum amount of twice the original sea freight charges or GBP 25,000 (whichever is the greater), notwithstanding that the original consignment was not dispatched by air.

54. Replacement Parts

a) New Goods

In the event of loss of or damage to any part(s) of an insured machine or other manufactured item consisting of more than one part caused by a peril covered by this **Policy**, the sum recoverable shall not exceed the cost of replacement or repair of such part(s) plus labour for (re)fitting and carriage costs. Duty incurred in the provision of replacement or repaired part(s) shall also be recoverable provided that the full duty payable on the insured machine or manufactured item is included in the amount insured.

The total liability of **Insurers** shall in no event exceed the amount insured of the machine or manufactured item.

b) Proportional Valuation (Second-hand Goods)

In the event of loss of or damage to any part(s) of an insured machine or other manufactured item consisting of more than one part caused by a peril covered by this **Policy**, the sum recoverable shall not exceed such proportion of the cost of replacement or repair of such part(s) as the amount insured bears to

the new cost of the machine or manufactured item, plus labour for (re)fitting and carriage costs. Duty incurred in the provision of replacement or repaired part(s) shall also be recoverable provided that the full duty payable on the insured machine or manufactured item is included in the amount insured.

The total liability of **Insurers** shall in no event exceed the amount insured of the machine or manufactured item.

c) **Obsolete Parts**

In the event of a claim recoverable under this **Policy** necessitating the manufacture of any new part(s) for the repair of an insured machine or other manufactured item, the sum recoverable shall not exceed the manufacturer's last list price for the year of manufacture of the lost or damaged part(s), uplifted for inflation. Inflation shall be determined by reference to the Retail Price Index, or other officially published data of the country of manufacture of the insured machine or manufactured item, up to a maximum total uplift of 25%.

If no such manufacturer's list price is available, the total liability shall in no event exceed the amount insured of the machine or manufactured item.

55. **Returned Goods**

Goods refused or returned by the Consignees or **Assured** are held covered in accordance with the terms and conditions of this **Policy** subject to the following:

- a) that the goods are insured under this **Policy** for the outward journey;
- b) that cover has been continuous;
- c) that the goods have not been unpacked and are to be returned in their original packing.

In all other cases the goods are held covered subject to the Institute Cargo Clauses (B), as attached, including non-delivery and/or theft of a complete shipping package, malicious damage and war and strikes risks clauses. If however, an independent survey is held prior to attachment of cover hereunder and this shows that the goods have been examined, found to be in good order and re-packed, in adequate export packing, cover in accordance with the terms and conditions of this **Policy** will attach.

56. **Seller's Interest / Contingency**

- a) This **Policy** is extended to cover goods sold on CFR, Ex-Works, FOB or similar terms, which remain or become the property of and/or at the risk of the **Assured** named herein due to:
 - i) the Buyer refusing to accept the goods and/or take up the documents of title;
 - ii) the **Assured** exercising a lien when this is reasonable to safeguard the **Assured's** interests.

In the event of any of the above contingencies arising, the cover granted hereunder shall attach retrospectively to the commencement of transit and be in accordance with the **Policy** terms and conditions, as within, as if the goods had been sold on CIF terms.

In the event of any delay or deviation caused by the failure of the Buyer to take up the goods or documents the goods will be held covered at an additional premium to be agreed. If the goods are to be returned, the Returned Goods Clause herein will apply.

This insurance shall in no case cover the additional cost or expense of returning or on-shipping goods incurred as a result of any of the above contingencies arising.

- b) It is a condition of this insurance that the **Assured** shall at all times exercise reasonable care to prevent or minimise loss and/or damage and to enforce the contract of sale.

- c) The **Assured** must notify **Insurers** immediately of the occurrence of any of the contingencies in Clause a) above and provide evidence of the terms and conditions of the Contract of Sale to substantiate any claim made hereunder.
- d) Upon settlement of any claims hereunder **Insurers** will be subrogated to all the **Assured's** rights of recovery against any Third Party including the Buyer.
- e) Any assignment of this insurance or any interest or claims hereunder shall discharge **Insurers** from all liability whatsoever.
- f) Disclosure of the existence of this insurance to any Third Party including the Buyer and/or their Insurers shall render it null and void.
- g) This insurance to be for the benefit of the **Assured** hereunder only and not to be treated as double insurance.
- h) It is a condition of this insurance that until completion of the contract the **Assured** is bound to declare hereunder each and every CFR, Ex-Works, FOB or similar terms sending without exception whether arrived or not, **Insurers** being bound to accept same up to but not exceeding the amount specified herein.

57. Sheets and Ropes

Insurers will indemnify the Assured subject to Policy terms and conditions against loss to their own sheets, ropes or chains whilst on their own vehicles for the purposes of conveyance of the Subject Matter Insured.

Excluding loss caused by wear, tear or gradual deterioration, or any loss insured under another Policy held by the Assured.

Excluding loss unless caused by a peril insured under this Policy.

Claims under this clause are subject to a limit of GBP 10,000 any one loss.

58. Stillage

In respect of the 'Warehouse Extension' and the 'Warehouse Extension (Refrigerated, Chilled and/or Frozen Stock)' clauses, it is a condition precedent to liability that the **Subject Matter Insured** is stored on stillages, racks or pallets **at least fifteen centimetres** off the ground provided that this condition shall only be applicable to premises owned or operated by the **Assured** and where third party locations are used, the **Assured** shall use their best endeavours to ensure compliance with this condition.

59. Testing, Sorting, Segregation and Repacking

In the event of external signs of damage to the Subject Matter Insured, Insurers agree to pay the reasonable costs of testing, sorting and segregating the Subject Matter Insured including additional storage charges, whether or not any actual damage is found. Cover under this clause includes the cost of repacking the Subject Matter Insured for onwards destination, provided such onward transit is covered under this Policy.

Claims under this clause are subject to a limit of GBP 10,000 any one loss.

60. Unattended Vehicles - Security

Coverage is extended to **Subject Matter Insured** carried in vehicles owned or operated by the **Assured**. The **Insurers** shall not be liable for any loss or destruction of or damage to the **Subject Matter Insured** arising from theft or any attempt whilst on or contained in any vehicle when left unattended:

- a) at any time prior to or after completion of the drivers working day or during non-working days unless vehicles shall be garaged at the time in a fully enclosed building of substantial construction or within a fully enclosed compound, both of which is locked or under constant surveillance
- or
- b) at any other time when not garaged, unless all points of access to the vehicle shall be locked and securely closed and all security devices as may be specified in the **Policy** shall have been put into effect.

All locks and security devices shall be properly and adequately maintained.

The **Assured** shall, at all times, exercise reasonable care in the selection and employment of Drivers and other Employees and shall obtain written references and confirmation of such references directly from the previous Employers.

Nevertheless the **Assured's** right to recover any loss arising from theft shall not be prejudiced by failure of the **Assured** to comply with Condition b) solely through the mechanical breakdown of locks or security devices as a result of damage by fire or an accident to the vehicle provided always that such locks and devices were in efficient working order at the commencement of the journey during which theft occurred and provided also that all reasonable precautions were taken by the **Assured** to protect the **Subject Matter Insured** following the breakdown or damage.

In the event of the **Assured** being unable to comply with Condition a) above and consequent upon the **Assured** and/or Employee and/or Servant taking reasonable precautions to minimise the risks of theft or attempt thereat the **Policy** is extended to provide cover overnight subject to a Co-Insurance Clause:

Insurers will be liable for 80% of any claim (after deduction of any **Policy** excess) for which **Insurers** would have been liable but for Condition a) above provided always that the **Assured** shall bear the remainder of any such claim such balance to remain uninsured.

61. Unexplained Loss

In respect of goods shipped in full container loads, claims for theft, shortage and non-delivery of a whole package will not be invalidated by the fact that the seals are intact. The **Assured** agrees where applicable to co-operate with **Insurers** to bring commercial pressure on Suppliers in pursuing claims for short shipments. **Insurers** to be subrogated to **Assured's** rights against carriers and/or other bailees. Disclosure of the existence of this insurance to any Third Party and/or their Insurers shall render it null and void.

62. Voyage(s)

As per Rate Schedule herein, but all other voyages held covered subject to conditions and rates being agreed by **Insurers** prior to commencement of transit.

The following territories are excluded unless specially declared and accepted by **Insurers** in writing prior to shipment: Afghanistan, Angola, Cuba, Eritrea, Ethiopia, Iran, Iraq, Kyrgyzstan, Liberia, Myanmar, Nigeria, North Korea, Rwanda, Sierra Leone, Somalia, Sudan, Syria, Tajikistan, Turkmenistan, Uzbekistan, and Zimbabwe and any other country where their local legislation decrees insurance must be effected locally.

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, containerisation, de-containerisation or similar for a period not exceeding 30 days.

All other voyages are subject to agreement by **Insurers** prior to commencement of transit.

63. Warehouse to Warehouse Extension

GOODS PURCHASED BY THE ASSURED ON FOB, CFR OR SIMILAR TERMS

Cover attaches under this **Policy** from the time the goods leave the Suppliers' factory, Warehouse, Store or Mill as if the Contract of Sale was "ex Suppliers' premises" notwithstanding that the goods and/or interest may have been purchased on FOB, CFR or similar terms.

Assured to pursue Suppliers and/or other parties where evidence exists to show that loss occurred prior to FOB or similar. In the event that the **Assured** is unable to recover from Suppliers and/or other parties then this **Policy** to pay subject to the terms and conditions herein.

Insurers are to be subrogated to the **Assured's** rights of recourse against the Suppliers or other parties.

SECTION D: INSTITUTE CLAUSES

64. Institute Cargo Clauses (A)

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

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.
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 (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
 - 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 overseas of the subject matter insured from the overseas vessel at the final port of discharge,
- whichever shall first occur.
- 8.2 If, after discharge overseas from the overseas 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 transshipment 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

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:
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.

65. Institute Cargo Clauses (Air) (excluding sendings by Post)

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
 - 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 transshipment 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,
- 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.

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.

66. Institute Classification Clause

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:

 - 2.1. 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
 - 2.2. were constructed as containerhips, 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

3. 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

4. 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

5. ***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

- 6 This insurance is subject to English law and practice.

* For a current list of IACS Members and Associate Members please refer to the IACS website at www.iacs.org.uk

67. Institute War Clauses (Cargo)

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.

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 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. This insurance
 - 5.1 attaches only as the subject-matter insured and as to any part as that part is loaded on an oversea vessel and
 - 5.1.1 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
 - 5.1.2 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 overseas vessel arrives at an intermediate port or place to discharge the subject matter insured for on-carriage by overseas 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 overseas 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 overseas 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
- 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 overseas vessel, but in no case beyond the expiry of 60 days after discharge from the overseas 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
"overseas 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 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 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 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.

68. Institute War Clauses (Air Cargo) (excluding sendings by Post)

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 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
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 overseas 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 overseas 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 overseas 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

- 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

- 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.

MINIMISING LOSSES

Duty of Assured

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 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.

69. Institute War Clauses (Sendings by Post)

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 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 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-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

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 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.

BENEFIT OF INSURANCE

7. This insurance shall not extend to or otherwise benefit the carrier or other bailee

MINIMISING LOSSES

Duty of Assured

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 exercisedand 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

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

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

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

70. Institute Strikes Clauses (Cargo)

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 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 overseas vessel at the final port of discharge,

- whichever shall first occur.
- 5.2 If, after discharge overseas from the overseas 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.
- 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 transshipment 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 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
- 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.*
- 7.2 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.

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 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 continuation of cover is requested under Clause 6, or a change of destination is notified under Clause 7, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.

71. Institute Strikes Clauses (Air Cargo)

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

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 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 transshipment 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.

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
- 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
- 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 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.

72. Institute Cargo Clauses (B)

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

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
 - 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 overseas of the subject-matter insured from the overseas vessel at the final port of discharge,
- whichever shall first occur.
- 8.2 If, after discharge overseas from the overseas 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 transshipment 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

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:
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.

73. Institute Cargo Clauses (C)

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
 - 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
- 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 overseas vessel at the final port of discharge,
 whichever shall first occur.
- 8.2 If, after discharge overside from the overseas 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 transshipment 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

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:
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.

74. Institute Frozen Food Clauses (A) (Excluding Frozen Meat)

RISKS COVERED

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

*Risks
Clause*

*General
Average
Clause*

*"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
 - 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.
 - 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
 - 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
 - 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.

*General
Exclusions
Clause*

*Unseaworthiness
anti Unfitness
Exclusion
Clause*

*War
Exclusion
Clause*

*Strikes
Exclusion
Clause*

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
- 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 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.
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 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*.

*Transit
Clause*

*Termination
of Contract
of Carriage
Clause*

*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.
- 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.
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. 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.

*Insurable
Interest
Clause*

*Forwarding
Charges
Clause*

*Constructive
Total Loss
Clause*

*Increased
Value
Clause*

BENEFIT OF INSURANCE

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

*Duty of
Assured Clause*

MINIMISING LOSSES

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. 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 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.

75. Institute Strikes Clauses (Frozen Food) (Excluding Frozen Meat)

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
 - 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.

*Risks
Clause*

*General
Average
Clause*

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 (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 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 herein.
 - 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.

*General
Exclusions
Clause*

*Unseaworthiness
And Unfitness
Exclusion Clause*

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
 - 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 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.

*Transit
Clause*

(not suitable for chilled, cooled or fresh meat)

"Both to Blame Collision" Clause

**Strikes
Exclusion
Clause**

DURATION

8. 8.1. This insurance attaches from the time
- 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.
- 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 peril in 8.3.3 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 mid 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
- 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 pr 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.*

*Transit
Clause*

**DELETE
SECTIONS
NOT
APPLICABLE**

*Termination
of Contract
of Carriage
Clause*

*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.
- 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.
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. 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.

*Insurable
Interest
Clause*

*Forwarding
Charges
Clause*

*Constructive
Total Loss
Clause*

*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,
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.

77. Institute Strikes Clauses (Frozen Meat)

(not suitable for chilled, cooled or fresh meat)

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
 - 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.

*Risks
Clause*

*General
Average
Clause*

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 (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 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
 - 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.

*General
Exclusions
Clause*

*Unseaworthiness
and Unfitness
Exclusion
Clause*

DURATION

5.
 - 5.1. This insurance attaches from the time
 - 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 overseas 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 overseas 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 overseas 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.

Transit Clause

**DELETE
SECTIONS
NOT
APPLICABLE**

<p>5.3. This insurance terminates</p> <p>5.3.1. <i>for transit to a destination in the Continent of Europe (including Eire and the United Kingdom), U.S.A. or Canada</i> on the expiry of 30 days</p> <p>5.3.2. <i>for transit to a destination elsewhere</i> on the expiry of 5 days after final discharge of the goods from the oversea vessel at the port of discharge.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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 <i>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</i>, either</p> <p>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,</p> <p>or</p> <p>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.</p> <p>7. Where, after attachment of this insurance, the destination is changed by the Assured, <i>held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.</i></p>	<p><i>Termination of Contract of Carriage Clause</i></p> <p><i>Change of Voyage Clause</i></p>
<u>CLAIMS</u>	
<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.</p> <p>10.2. Where this insurance is on Increased Value the following clause shall apply:</p> <p>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.</p> <p>In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.</p>	<p><i>Insurable Interest Clause</i></p> <p><i>Notice Of Claim Clause</i></p> <p><i>Adjustment Clause</i></p> <p><i>Increased Value Clause</i></p>
<u>BENEFIT OF INSURANCE</u>	
11. This insurance shall not inure to the benefit of the carrier or other bailee.	
<u>MINIMISING LOSSES</u>	
<p>12. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder</p> <p>12.1. to take such measures as may be reasonable for the purpose of averting or minimising such loss,</p> <p>and</p> <p>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.</p> <p>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.</p>	<p><i>Not to Inure Clause</i></p> <p><i>Duty of Assured Clause</i></p> <p><i>Waiver Clause</i></p>

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.

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.

78. Institute Standard Conditions for Cargo Contracts

- a) This **Policy** is to insure the **Subject Matter Insured** specified for the transits and on the conditions named shipped by or for account of the **Assured** named in this **Policy** or the insurance of which is under their control as selling or purchasing agent unless insured elsewhere prior to inception of this **Policy** or to insurable interest being acquired. This **Policy** does not cover the interest of any other person, but this shall not prevent a transfer of the insurance by the **Assured** or Assignee.
- b) It is a condition of this **Policy** that the **Assured** is bound to declare hereunder every consignment without exception, **Insurers** being bound to accept up to but not exceeding the amount specified in Clause c) below.
- c) This **Policy** is for an open amount but the amount declarable may not exceed the sum AS PER SCHEDULE in respect of any one Vessel, Aircraft or Conveyance.
- d) Notwithstanding anything to the contrary contained in this **Policy**, **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 PER SCHEDULE.
- e) In the event of loss, accident or arrival before declaration of value it is agreed that the basis of valuation shall be AS PER SCHEDULE.
- f) This **Policy** is subject to the Institute Classification Clause herein.
- g) Should the risks of war, strikes riots and civil commotions be included in the cover granted by this **Policy**, the relevant Institute War Clauses and Institute Strikes Clauses shall apply.
- h) The Institute Clauses referred to herein are those current at the inception of this **Policy** but should such clauses be revised during the period of this **Policy**, and provided that **Insurers** shall have given at least 30 days notice thereof, then the revised Institute Clause shall apply to risks attaching subsequent to the date of expiry of the said notice.
- i) This **policy** may be cancelled by either **Insurers** 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.

NOTE:- The **Assured** is required to give the earliest provisional notice of intended shipments advising in each case the name of the vessel and approximate value of the shipment.

SECTION E: SPECIAL CLAUSES

The following clauses are only applicable and part of this Policy if they have been designated as applicable in the Schedule.

79. Classification Clause

The **Assured** will not be prejudiced by the terms of the 'Institute Classification Clause' where presentation of or the advice of a claim is the first indication to the **Assured** that transhipment (beyond the control of the **Assured**) onto a non-Class vessel has occurred.

80. Co-Insurance Clause

This **Policy** is one of Co-Insurance in accordance with **Insurers** participation as shown in the Schedule, each **Insurer** being liable for their proportion of any loss as per the Schedule which is payable under the terms and conditions of this Insurance and not for the liability of any of the other **Insurers**.

81. Deception Clause

This **Policy** includes **Loss** to the **Subject Matter Insured** occasioned through acceptance by the **Assured** or their agents of orders, documents or signatures, fraudulently prepared or otherwise, from any party who purports to be a purchaser or the proper party to receive or accept the **Subject Matter Insured**.

Cover under this clause also includes **Loss** to the **Subject Matter Insured** through the acceptance by the **Assured**, their agents or their suppliers of fraudulent bills of lading, shipping receipts and similar transit documentation.

Cover under this clause excludes **Loss** involving the willing collusion of any **Employee** of the **Assured**.

Cover under this clause will operate even though the **Subject Matter Insured** may not have commenced transit at the time any fraudulent or bogus order is received by the **Assured**.

Regardless of where the **Subject Matter Insured** was situated at the time of **Loss** claims under this clause will be subject to the **Deductible** applying to the transit undertaken.

82. Demonstration, Test, Service and Development Equipment

Notwithstanding anything contained herein to the contrary, the provisions of this Clause shall be paramount in respect of loss or damage to Demonstration, Test, Service and Development Equipment.

Subject to the terms contained herein or endorsed herein, **Insurers** will indemnify the **Assured** against loss or damage to the goods insured (as described herein) belonging to the **Assured** or held by the **Assured** in trust or for which the **Assured** is responsible whilst:

- a) contained in any fully enclosed vehicle including whilst loading or unloading or in transit but excluding **Subject Matter Insured** in vehicles left unattended on own premises between the hours of 9:00 p.m. and 6:00 a.m. on working days, or during the entire 24 hour period on non-working days.
- b) temporarily removed from vehicle but remaining in the personal custody of the **Assured** or their employee:
 - i) whilst contained in any hotel room or private residence occupied by such person and lockfast when unoccupied;

- ii) whilst deposited for safe custody with hotel proprietors or any responsible public transport authority but excluding whilst in hotel stockrooms or similar places or whilst on or off vehicles in any business premises owned or occupied by the **Assured**.
- c) away from the **Assured's** premises during the ordinary course of business on Third Party premises for up to 14 days.
- d) in the personal custody of the **Assured** or his employees during transit by foot and public transport whilst still engaged in the ordinary course of business including commuting.

The Insurers shall not be liable for:

- a) the first GBP 250 of each and every claim.
- b) any loss or damage caused by theft or attempted theft from inadequately secured premises.
- c) any loss or damage to the goods which are contained in any vehicle being used outside the normal course of the **Assured's** business for social domestic or pleasure purposes.
- d) any loss or damage to the personal clothing and effects of the **Assured** or his Agent or Employee.
- e) any loss or damage or expense consequent upon the goods undergoing any process and/or directly resulting therefrom.

83. Engineer's Tools and Equipment

Notwithstanding anything contained herein to the contrary, the provisions of this Clause shall be paramount in respect of loss or damage to Engineer's Tools and Equipment.

Subject to the terms contained herein or endorsed herein **Insurers** will indemnify the **Assured** against loss or damage to the goods insured (as described herein) belonging to the **Assured** or held by the **Assured** in trust or for which the **Assured** is responsible whilst:

- a) contained in any fully enclosed vehicle including whilst loading or unloading or in transit but excluding **Subject Matter Insured** in vehicles left unattended on own premises between the hours of 9:00 p.m. and 6:00 a.m. on working days, or during the entire 24 hour period on non-working days.
- b) temporarily removed from vehicle but remaining in the personal custody of the **Assured** or his employee:
 - i) whilst contained in any hotel room or private residence occupied by such person and lockfast when unoccupied;
 - ii) whilst deposited for safe custody with hotel proprietors or any responsible public transport authority but excluding whilst in hotel stockrooms or similar places or whilst on or off vehicles in any business premises owned or occupied by the **Assured**.
- c) away from the **Assured's** premises during the ordinary course of business on Third Party premises for up to 14 days.
- d) in the personal custody of the **Assured** or his employees during transit by foot and public transport whilst still engaged in the ordinary course of business including commuting.

The Insurers shall not be liable for:

- a) the first GBP 250 of each and every claim.
- b) any loss or damage caused by theft or attempted theft from inadequately secured premises.

- c) any loss or damage to the goods which are contained in any vehicle being used outside the normal course of the **Assured's** business for social domestic or pleasure purposes.
- d) any loss or damage to the personal clothing and effects of the **Assured** or his Agent or Employee.
- e) any loss or damage or expense consequent upon the goods undergoing any process and/or directly resulting therefrom.

84. Exhibition Risks

This **Policy** is extended to include transits to and from exhibition site (at **Policy** conditions) and continues after arrival, covering loss of or damage to the goods insured arising from perils insured under Institute Cargo Clauses (A) whilst the goods insured remain on exhibition site during unpacking, assembly, awaiting and on exhibition, dismantling and repacking until lifted for removal from the exhibition site.

In the event of the **Subject Matter Insured** remaining on exhibition site in excess of **thirty (30) days** from and including date of arrival, the **Assured** will pay additional premium at rates to be arranged.

Notwithstanding anything to the contrary which may be contained herein, **Insurers** will not in any circumstances be liable for:

- a) the first GBP 250 of each and every claim arising.
- b) loss or damage caused by theft or attempted theft from an inadequately secured site.
- c) loss or damage caused by war, civil war or terrorism.
- d) wear and tear, depreciation (not arising from an insured risk), gradual deterioration or inherent vice.
- e) loss or damage caused by vermin, weevil, mildew, mould, heating and frost.
- f) loss of life and/or personal injury and/or damage to other goods, other third party risks or indirect and consequential losses.
- g) loss or damage arising from latent defect, or arising from faulty assembly or construction.
- h) loss or damage resulting directly from mechanical, electrical or manual operation of the goods insured for demonstration or other purposes.
- i) loss or damage to the goods insured in transit following the exhibition, unless properly packed, and packed to no lesser standard as for the outward journey.
- j) loss of or damage to plasma screens.

Furthermore, this insurance is extended to cover loss of exhibition expenses, as follows:

- Limit GBP 10,000 any one exhibition.
- Subject to a deductible of GBP 250 each and every claim.

Loss of expenses due to abandonment of the exhibition, indemnifying the Exhibitor for the loss of net ascertained expenses, costs and/or commitments sustained or incurred in the event of the exhibition being cancelled, postponed, curtailed or abandoned due to any cause beyond the control of the organisers but excluding political and financial causes or lack of support or adverse weather conditions.

Additionally to cover loss of expenses due to:

- a) Non-arrival of the goods insured
- b) Late arrival of the goods insured
- c) Arrival of the goods insured in a state unfit for exhibition

arising from a marine peril recoverable under the Institute Cargo Clauses (A) / Institute Cargo Clauses (Air) (excluding sendings by Post) or following a casualty to the ocean vessel (including breakdown of machinery) which would be recoverable under the Institute Voyage Clauses (Hulls). Cover to attach and cease in accordance with the Institute Cargo Clauses (A) i.e., cover to cease on arrival at the exhibition premises.

Exhibition expenses are defined as:

Expenditure directly incurred in connection with the exhibition including advertising, printing, stationery, insurance premiums, charges for space and services, hire of stands, transport charges, cost of installing stands, fittings, exhibits and accommodation deposits.

85. Household Goods – Owner Packed

Institute Cargo Clauses (B) as per **Policy** forms but notwithstanding anything contained therein to the contrary this **Policy** covers the transit from domicile including incidental storage during the ordinary course of transit and a period of not exceeding 60 days after arrival of the carrying vessel or conveyance at the overseas port in the ordinary course of transit or until delivery to final domicile whichever first occurs. However when the goods have been placed directly into standard shipping containers without other packing then cover will cease upon discharge from the container.

Notwithstanding anything to the contrary contained herein, this insurance covers War and Strikes risks in accordance with the relevant Institute War Clauses (Cargo) and Institute Strikes Clauses (Cargo) which are deemed to be attached to and form part of this **Policy**.

Valuation:

It is warranted that all certificates or declarations must be accompanied by an itemised inventory showing the value of each item. In the case of the sum insured hereunder in respect of any article or articles being less than the present day market value at destination then, in the event of loss or damage the amount recoverable by the **Assured**, inclusive of reconditioning charges and replacement costs shall be in every case only such proportion as the sum insured bears to the market value at destination.

Claims:

In the event of claims for loss of or damage to any part(s) of an article insured hereby consequent upon a risk, covered by the **Policy**, the amount recoverable hereunder shall not exceed the proportion of the cost of replacement or repair (of the part(s) lost or damaged) that the insured value of the complete article bears to the current market value thereof plus additional charges for re-fitting the new parts if incurred.

If any claim arises herein for loss or damage (consequent upon a risk covered by the **Policy**) of or to an article constituting one of an insured pair or set, no regard shall be had to the value of the pair or set and the amount recoverable under this **Policy** shall be calculated as though the article has been separately insured at pro rata of the insured value of the pair or set. **Insurers** shall not be liable for any diminution in the value of the pair or set as a result of loss or damage.

It is also 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 of vandalism or sabotage, subject always to the other exclusions contained in this insurance.

86. Household Goods - Professionally Packed

Institute Cargo Clauses (A) as per **Policy** but notwithstanding anything contained therein to the contrary this **Policy** covers the transit from domicile including up to 30 days whilst at packers' premises, other storage during the ordinary course of transit and a period of not exceeding 60 days after arrival of the carrying vessel or conveyance at the overseas port during the ordinary course of transit or until delivery to final domicile whichever first occurs. However when the goods have been placed directly into standard shipping containers without other packing then cover will cease upon discharge from the container.

Excluding moth, vermin and gradual deterioration.

Excluding electrical or mechanical breakdown or derangement unless caused by a peril insured against.

Excluding loss or damage due to consequential loss or expense of whatsoever description.

Notwithstanding anything to the contrary contained herein this insurance covers War and Strikes risks in accordance with the relevant Institute War Clauses (Cargo) and Institute Strikes Clauses (Cargo) which are deemed to be attached to and form part of this **Policy**.

Valuation:

It is warranted that all certificates or declarations must be accompanied by an itemised inventory showing the value of each item. In the case of the sum insured hereunder in respect of any article or articles being less than the present day market value at destination then, in the event of loss or damage the amount recoverable by the **Assured**, inclusive of reconditioning charges and replacement costs shall be in every case only such proportion as the sum insured bears to the market value at destination.

Claims:

In the event of claims for loss of or damage to any part(s) of an article insured hereby consequent upon a risk covered by the **Policy**, the amount recoverable hereunder shall not exceed the proportion of the cost of replacement or repair (of the part(s) lost or damaged) that the insured value of the complete article bears to the current market value thereof plus additional charges for re-fitting the new parts if incurred.

If any claim arises herein for loss or damage (consequent upon a risk covered by the **Policy**) of or to an article constituting one of an insured pair or set, no regard shall be had to the value of the pair or set and the amount recoverable under this **Policy** shall be calculated as though the article has been separately insured at pro rata of the insured value of the pair or set. **Insurers** shall not be liable for any diminution in the value of the pair or set as a result of loss or damage.

87. Motor Vehicle Conditions - With Survey Report

To cover All Risks subject to Institute Cargo Clauses (A) so far as applicable but cover to attach only from time of leaving quay at port of shipment until on quay at port of discharge, unless the vehicle is conveyed in a container when cover to attach from time of loading into the container until unloaded from container.

Subject to a pre-shipment survey report.

Excluding rust, oxidation, and discolouration, unless caused by direct contact with sea water.

Excluding loss of spare parts, tool kits, dashboard mounted satellite navigation systems, CD and other in-car entertainment systems and the like unless lost with the complete vehicle.

Excluding loss and/or damage arising from freezing of water in the radiator and/or cooling system.

No cover whilst on tow or under own power, except whilst being towed or driven on or off the vessel, or into or from the container.

Should any claim arise for loss and/or damage to any part of the insured vehicle, the **Insurers** to be liable for the cost of repairing or replacing the parts lost and/or damaged plus cost of re-forwarding to destination if necessary.

88. Motor Vehicle Conditions – Without Survey Report

To cover All Risks subject to Institute Cargo Clauses (A) so far as applicable but cover to attach only from time of leaving quay at port of shipment until on quay at port of discharge, unless the vehicle is conveyed in a container when cover to attach from time of loading into the container until unloaded from container.

Excluding bruising, scratching, chipping, denting and claims for repainting unless caused by the vessel and/or craft being stranded, sunk, burnt, on fire or in collision.

Excluding rust, oxidation and discolouration, unless caused by direct contact with sea water.

Excluding loss of spare parts, tool kits, dashboard mounted satellite navigation systems, CD and other in-car entertainment systems and the like unless lost with the complete vehicle.

Excluding loss and/or damage arising from freezing of water in the radiator and/or cooling system.

No cover whilst on tow or under own power, except whilst being towed or driven on or off the vessel, or into or from the container.

Should any claim arise for loss and/or damage to any part of the insured vehicle, **Insurers** to be liable for the cost of repairing or replacing the parts lost and/or damaged plus cost of re-forwarding to destination if necessary.

89. On Deck Shipments Clause

This insurance is extended to cover on-deck shipments (whether containerised or not) at **Policy** rates and conditions, including the risks of jettison and loss or washing overboard.

90. Replacement

In the event of loss of or damage to any part or parts of the **Subject Matter Insured**, the sum recoverable shall not exceed the cost of replacement or repair of such part or parts plus charges for forwarding and refitting, if incurred. But, in respect of used and/or second-hand goods, where cover has been agreed by **Insurers**, the sum recoverable shall not exceed such proportion of the cost of replacement or repair as the insured value bears to the value of the goods when new plus charges for forwarding and refitting, if incurred.

Except that, in the event that **Subject Matter Insured** has been insured for its full replacement value, then such proportionate reduction shall not apply.

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 **Insurers** exceed the insured value of the complete item.

91. Travellers and Salespersons Goods and Samples

Notwithstanding anything contained herein to the contrary the provisions of this Clause shall be paramount in respect of loss or damage to Travellers and Salespersons Goods and Samples.

Subject to the terms contained herein or endorsed herein **Insurers** will indemnify the **Assured** against loss or damage to the goods insured (as described herein) belonging to the **Assured** or held by the **Assured** in trust or for which the **Assured** is responsible whilst:

- a) contained in any fully enclosed vehicle including whilst loading or unloading or in transit but excluding **Subject Matter Insured** in vehicles left unattended on own premises between the hours of 9:00 p.m. and 6:00 a.m. on working days, or during the entire 24 hour period on non-working days.
- b) temporarily removed from vehicle but remaining in the personal custody of the **Assured** or his employee:
 - i) whilst contained in any hotel room or private residence occupied by such person and lockfast when unoccupied;
 - ii) whilst deposited for safe custody with hotel proprietors or any responsible public transport authority but excluding whilst in hotel stockrooms or similar places or whilst on or off vehicles in any business premises owned or occupied by the **Assured**.
- c) away from the **Assured's** premises during the ordinary course of business on Third Party premises for up to 14 days.
- d) in the personal custody of the **Assured** or his employees during transit by foot and public transport whilst still engaged in the ordinary course of business including commuting.

Insurers shall not be liable for:

- a) the first GBP 250 of each and every claim.
- b) any loss or damage caused by theft or attempted theft from inadequately secured premises.
- c) any loss or damage to the goods which are contained in any vehicle being used outside the normal course of the **Assured's** business for social domestic or pleasure purposes.
- d) any loss or damage to the personal clothing and effects of the **Assured** or his Agent or Employee.
- e) any loss or damage or expense consequent upon the goods undergoing any process and/or directly resulting therefrom.

92. Warehouse Extension

This **Policy** is extended to cover **Subject Matter Insured** whilst in store outside the ordinary course of transit in the locations named in the Schedule. Excluding cover in cold stores or other temperature controlled environments.

Excluding theft unless following violent and/or forcible entry and/or exit.

Excluding mysterious disappearance and/or stocktaking losses.

The following conditions and warranties shall be applicable to premises owned or operated by the **Assured**. Where third party locations are used, the **Assured** must use their best endeavours to ensure reasonable compliance with these conditions and warranties. At all times, warranted that the information provided to **Insurers** in storage questionnaires, survey, inspection or other similar reports on the locations insured hereunder, is considered to be materially factual.

It is a condition precedent to any liability of **Insurers** that if a burglar alarm is fitted:

- a) the burglar alarm be maintained in an efficient working order.
- b) a maintenance contract is in force.
- c) the maintenance contract company is immediately advised of any defect.
- d) the burglar alarm is in full operation at all times when the premises are unattended.
- e) **Insurers** shall be notified immediately if:
 - i) the police advise the Assured that they will no longer answer alarm calls;
 - ii) the Assured encounters any difficulties with the alarm which may lead to the generation of false calls;
 - iii) during the currency of this **Policy** the maintenance contract is cancelled, expires, or is not renewed or is taken over by a different maintenance company.

Excluding infidelity or acts of fraud or dishonesty of any Partner or Director, Employee of the **Assured** whether acting alone or in collusion with others, whether or not such acts are committed during regular business hours.

Excluding loss or damage caused by theft or attempted theft from the premises outside business hours or at any time when left unattended unless the following security measures are put into full and effective operation:

- a) All external doors including those to common parts or other areas to be secured by locks which conform to BS 3621 - thief resistant locks, or equivalent outside the United Kingdom.
- b) All accessible opening windows including fanlights to be secured with key operated locking devices.
- c) All roller shutters to be secured with suitable locking mechanisms to prevent unauthorised entry to or exit from the premises.

Any door or window officially designated a fire exit by the Fire Authority is excluded from these requirements.

93. Warehouse Extension (Refrigerated, Chilled and/or Frozen Stock)

This **Policy** is extended to cover **Subject Matter Insured** whilst in cold Store outside the ordinary course of transit in the locations named in the Schedule as per the Institute Clauses detailed in the **Policy** as being applicable to such **Subject Matter Insured**, but also excluding:

- a) theft unless following violent and/or forcible entry and/or exit,
- b) mysterious disappearance and/or stocktaking losses,
- c) loss or damage caused by escape of refrigerant,
- d) any consequential loss and/or loss or damage caused by loss of utility.

The following conditions and warranties shall be applicable to premises owned or operated by the **Assured**. Where third party locations are used, the **Assured** must use their best endeavours to ensure reasonable compliance with these conditions and warranties. At all times, the **Assured** warrants that the information provided to **Insurers** in storage questionnaires, survey, inspection or other similar reports on the locations insured hereunder, is considered to be materially factual.

It is a condition precedent to any liability of **Insurers** that if a temperature alarm and alarm monitoring equipment is fitted:

- a) the temperature alarm and alarm monitoring equipment be maintained in an efficient working order.
- b) a maintenance contract is in force for all Cold Store equipment including the temperature alarm and the alarm monitoring equipment.
- c) the maintenance contract company is immediately advised of any defect.
- d) the Cold Store equipment, temperature alarm and alarm monitoring equipment is in full operation at all times.
- e) **Insurers** shall be notified immediately if:
 - i) The Cold Store equipment, temperature alarm and alarm monitoring equipment is no longer working.
 - ii) during the currency of this **Policy** the maintenance contract is cancelled, expires, or is not renewed or is taken over by a different maintenance company.

Excluding infidelity or acts of fraud or dishonesty of any Partner or Director, Employee of the **Assured** whether acting alone or in collusion with others, whether or not such acts are committed during regular business hours.

Excluding loss or damage caused by theft or attempted theft from the premises outside business hours or at any time when left unattended unless the following security measures are put into full and effective operation:

- a) All external doors including those to common parts or other areas to be secured by locks which conform to BS 3621 - thief resistant locks, or equivalent outside the United Kingdom.
- b) All accessible opening windows including fanlights to be secured with key operated locking devices.
- c) All roller shutters to be secured with suitable locking mechanisms to prevent unauthorised entry to or exit from the premises.

Any door or window officially designated a fire exit by the Fire Authority is excluded from these requirements.

94. JCC Cyber Exclusion and Write-Back Clause

This clause shall be paramount and shall override anything in this (re)insurance inconsistent therewith.

1. In no case shall this insurance cover any loss, damage, liability or expense directly or indirectly caused by, contributed to by or arising from:

1.1 the failure, error or malfunction of any computer, computer system, computer software programme, code, or process or any other electronic system, or

1.2 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 other electronic system.

2. In consideration of an additional premium and subject to any deductibles contained within the Policy to which this insurance attaches, paragraph 1 will not apply to physical loss or physical damage,

general average or salvage charges covered elsewhere in this insurance where directly caused by or arising from one or more of the perils listed below:-

- (a) fire or explosion
- (b) vessel or craft being stranded grounded sunk or capsized
- (c) overturning or derailment of land conveyance
- (d) collision or contact of vessel craft or conveyance with any external object
- (e) general average sacrifice
- (f) jettison
- (g) theft

where such peril results from:-

- 2.1 the failure, error or malfunction of any computer, computer system, computer software programme, code, or process or any other electronic system, or
- 2.2 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 other electronic system.

3. Any cover granted by virtue of paragraph 2 of this clause will be subject to a limit of:-

- (a) GBP 50,000 each and every loss, or series of losses arising out of one event.
- (b) GBP 100,000 in the aggregate for the period of insurance.

These sub-limits shall apply within the full Policy limit and not in addition thereto.

4. Any cover granted by virtue of this clause will be subject to an additional premium of:-

SECTION F: CLAIMS

95. Procedure in the event of a loss

As soon as you become aware of a loss which might give rise to a claim under this **Policy** immediate notice of such loss or damage must be given to:

- Your broker and/or
- The office or agent stated on the certificate of insurance and/or
- { HYPERLINK "http://www.cnacargo.com" } or
- { HYPERLINK "mailto:ClaimsUKMarine@cnaahardy.com" }

LONDON – UK
CNA Insurance Company Limited
20 Fenchurch Street
London
EC3M 3BY
Tel No: +44 20 7743 6800
Fax No: +44 20 7743 6801

MANCHESTER – UK North
CNA Insurance Company Limited
7th Floor
1 New York Street
Manchester
M1 4HD
Tel No: +44 161 242 4410
Fax No: +44 161 242 4411

Where possible the initial notification should include details of:

- Method of conveyance (e.g. vessel name/air/road conveyance)
- Voyage/transit
- Description and Value of Cargo Insured
- Nature, cause and extent of loss
- Approximate Value of claim
- Location and contact details where cargo can be inspected

Irrespective of the potential amount of loss or damages the following steps must be taken:

- Immediate notice must be given in writing to all third parties, carriers, Port Authorities or other Bailees who may be responsible for the loss or damage formally holding them liable for the loss or damage. If the loss or damage was not apparent at the time of taking delivery notice in writing must be provided to the third parties, carriers, Port Authority and/or other bailees within three days of delivery.
- In no circumstances, except under written protest, should you sign the delivery receipt as having received the consignment in good order where the goods are received in doubtful condition or unexamined. Any signs of damage and/or shortage must be recorded on the delivery receipt.
- Immediately notify the police in respect of losses where a crime such as theft, arson or malicious damages is suspected and retain the police crime number.

It should be noted that it is the duty of the **Assured** and their agents to take all possible measures and steps in averting and/or minimising the loss and to ensure that all rights against Carriers and/or other Third Parties are properly preserved and excised. **Failure to do so may prejudice your claim with Insurers.**

The following documents will be needed to be provided in support of the claim:

- Original Certificate of Insurance
- Bill of Lading, Air Waybill and/or Consignment Note
- Suppliers or Sales Invoice or other evidence of valuation
- Packing List or specification
- Delivery Receipt and/or Proof of Delivery
- Out turn Report and/or Landing Account
- Copies of correspondence exchanged with the carriers and/or third Parties formally holding them liable for this loss

96. Subrogation

The **Insurer** shall, on payment of any loss hereunder, be subrogated to the extent of such payment to all rights of recovery by the **Assured** against any person or corporation, private or municipal, and the **Assured** shall assign all such rights of action to the **Insurer** or to any person acting on its behalf. The **Assured** further agrees to render all reasonable assistance in such action. The **Insurer** shall not be liable for any loss, which, without its consent, has been settled or compromised with any other party.

SECTION G: COMPLAINTS AND COMPLIANCE

97. Complaints Procedure

It is our intention to provide you with a first class service. However, there may be occasions when you feel that this objective has not been achieved. Please direct any enquiry or complaint as follows:

1. If you have a complaint about the service you have received from your insurance advisor, please contact them directly.

If you have a complaint relating to a **Claim** handled by CNA Insurance Company Limited, or a **Claim** handling agent appointed by CNA Insurance Company Limited, please contact The Claim Director at CNA Insurance Company Limited, 20 Fenchurch Street, London, EC3M 3BY.

2. If you have a complaint relating to a **Claim** handled by Hardy (Underwriting Agencies) Limited, or a **Claim** handling agent appointed by Hardy (Underwriting Agencies) Limited, please contact The Claim Director at the address set out above or write to Complaints, Lloyd's Market Services, One Lime Street, London EC3M 7HA. Tel: 020 7327 5693; Fax: 020 7327 5225; E-mail: complaints@Lloyds.com.,
3. If you have a complaint about any other aspect of the service you have received from CNA Insurance Company Limited or Hardy (Underwriting Agencies) Limited please contact the Head of Legal & Compliance Services at the '**Insurer's** address' set out in the Schedule to the **Policy**.

Please provide the following information with your complaint:

1. Your **Policy** number and / or **Claim** reference number (if applicable);
2. Your full name, address and telephone number;
3. Details of any previous correspondence relating to the matter;
4. The name of any claims handling organisation with whom you have been dealing and their reference number (if applicable); and
5. State the nature and provide full details of your complaint.

You shall receive an acknowledgement within 5 (five) working days of receipt of your complaint, together with a detailed timetable of the actions we shall take to investigate / handle your complaint. In the event the matter is still not resolved to your satisfaction and you wish to pursue matters further, you may be able to refer the matter to The Financial Ombudsman Service (FOS).

The FOS shall become involved if you are an eligible complainant, as defined by the rules of the Financial Conduct Authority.

Eligible complainants are a:

1. private policyholder, or
2. micro enterprise, (that is an enterprise which employs fewer than 10 persons and has a turnover or annual balance sheet that does not exceed EUR 2 million), or
3. charity with a turnover of less than GBP 1 million, or
4. trustee of a trust with an asset value of less than GBP 1 million.

The FOS shall only consider a complaint if the **Insured** is an eligible complainant and if:

1. the **Insurer** has been given an opportunity to deal with the matter; and
2. the **Insurer** has sent you a final response letter and you have referred your complaint to the FOS within 6 (six) months of the **Insurer's** final response letter, or
3. the **Insurer** has not responded to your complaint with a decision within eight (8) weeks.

The existence of this Complaint Procedure does not affect any right of legal action you may have against the **Insurer**.

Financial Ombudsman Service Contact Details:

The Financial Ombudsman Service

Exchange Tower

London E14 9SR

Telephone: **0800 023 4567 (from a fixed line)**

0300 123 9 123 (from a mobile telephone)

+44 20 7964 0500 (from outside of the UK)

Email: { [HYPERLINK "mailto:complaint.info@financial-ombudsman.org.uk"](mailto:complaint.info@financial-ombudsman.org.uk) }

Website: { [HYPERLINK "http://www.financial-ombudsman.org.uk"](http://www.financial-ombudsman.org.uk) }

Financial Services Compensation Scheme

CNA Insurance Company Limited and Hardy (Underwriting Agencies) Limited are covered by the Financial Services Compensation Scheme. The **Insured** may be entitled to compensation from the Scheme if the **Insurer** is unable to meet its obligations under this contract.

Entitlement to compensation under the Scheme depends on the type of business and circumstances of the Claim. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU or from their website ({ [HYPERLINK "http://www.fscs.org.uk/"](http://www.fscs.org.uk/) })

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98. Data Protection Notice

The purpose of this notice is to inform you how we use your Personal Data. We (CNA Insurance Company Limited) will process the Personal Data you provide to us in accordance with our Privacy Statement (available at www.cnahardy.com) as summarised below.

The term "Personal Data" refers to personally identifiable information about an individual, such as their name, job description, health related data, birthday, email address or mailing address. The **Insurer** may process Personal Data in order to arrange the **Insured's** insurance cover (including renewals and **Claims**), to comply with a legal requirement, to administer accounts, to provide customer service, to perform credit checks, to engage in fraud prevention and market our products and services.

In order to arrange the **Insured's** insurance cover, or process any **Claims**, the **Insurer** may disclose Personal Data to other companies within its Group, its insurance partners, underwriters, loss adjusters and other third parties who act for the **Insurer** for further processing. In some instances, it may be necessary to transfer Personal Data between the **Insurer's** European and international offices. This may include Personal Data being disclosed to legal or regulatory bodies in order to comply with diverse legal regulations, including those imposed on the **Insurer's** parent company based in the United States. The **Insurer** shall endeavour to ensure that any such data processed or disclosed is appropriately protected by technical and operational security measures and contractual measures where necessary.

The **Insurer** shall also use contact details to keep the **Insured** informed by post, telephone or e-mail of our additional products or services and developments in the insurance sector generally which may be of interest to the **Insured**. Please note that the **Insurer** may continue to use these contact details for these purposes after the **Insured's Policy** has lapsed. If the **Insured**, or any of its contact persons, do NOT wish to be contacted for marketing purposes as set out above, please e-mail or write to us at the addresses stated in the Schedule.

With certain exceptions, and on payment of a small fee, the **Insurer** shall disclose Personal Data to the individuals about whom the **Insurer** maintains such data. The **Insurer** shall also correct, amend or delete any inaccurate data and the **Insured** or any individual data subjects may inform the **Insurer** of any such changes by contacting the **Insurer** at the address stated in the Schedule. The **Insurer** shall only keep Personal Data for as long as reasonably necessary for the purposes for which it was collected or to comply with any legal, ethical or document retention requirements.

Where the **Insured** provides the **Insurer** with Personal Data about its directors, officers, employees, or other individuals, the **Insured** confirms that it has provided such individuals with the **Insurer's** Privacy Policy, and if necessary, has obtained all necessary consents to the processing of their Personal Data as set out above and further described in the **Insurer's** applicable Privacy Policy at { HYPERLINK "<http://www.cnahardy.com>" }

Questions about the **Insurer's** data protection practices should be directed to the **Insurer** at the details set in the Schedule to this **Policy**.

1. to unsubscribe or amend your Personal Data, contact: { HYPERLINK "<mailto:marketing@cnahardy.com>" } \h } or
2. to request deletion, a copy of Personal Data, or for any other individual data subject queries, contact: { HYPERLINK "<mailto:privacy@cnahardy.com>" } \h }.



CNA Insurance Company Limited (company registration number 950) and Hardy (Underwriting Agencies) Limited (company registration number 1264271) are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (firm reference number 202777 and 204843 respectively). CNA Services (UK) Limited (registered number 8836589). 'CNAHardy' is a trading name of CNA Insurance Company Limited and/or Hardy (Underwriting Agencies) Limited.

The above companies are all registered in England with their registered office at 20 Fenchurch Street, London, EC3M 3BY.
Switchboard: +44 (0)20 7743 6800 Facsimile: +44 (0)20 7743 6801 VAT registration number 667557779.