

# POLICY WORDING

YOUR POLICY IN DETAIL



## EDELWEISS MARINE INSURANCE-CARGO (RETAIL)

### POLICY WORDINGS

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

##### BENEFIT OF INSURANCE

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

## MINIMISING LOSSES

### Duty of Assured

8. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder

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

8.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

### Waiver

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.

CL390

01/03/2009

## 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 detention, 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 oversea vessel, then, subject to 4.3 below and to an additional premium if required, this insurance continues until the expiry of 15 days counting from midnight of the day of arrival of the aircraft at such place, but thereafter reattaches as the subject-matter insured and as to any part as that part is loaded on an on-carrying aircraft or oversea vessel. During the period of 15 days the insurance remains in force after discharge only whilst the subject-matter insured and as to any part as that part is at such intermediate place. If the subject-matter insured is on-carried within the said period of 15 days or if the insurance reattaches as provided in this Clause 4.2

4.2.1 where the on-carriage is by aircraft this insurance continues subject to the terms of these Clauses,

or

4.2.2 where the on-carriage is by oversea vessel, the current Institute War Clauses (Cargo) shall be deemed to form part of the contract of insurance and shall apply to the on-carriage by sea.

4.3 If the air transit in the contract of carriage is terminated at a place other than the destination agreed therein, that place shall be deemed to be the final place of discharge and this insurance terminates in accordance with 4.1.2. If the subject-matter insured is subsequently consigned to the original or any other destination, then, provided notice is given to the Insurers before the commencement of such further transit and subject to an additional premium, this insurance reattaches

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

4.3.2 in the case of the subject-matter insured not having been discharged, when the aircraft departs from such deemed final place of discharge;

thereafter this insurance terminates in accordance with 4.1.4.

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

(For the purpose of Clause 4

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

### **Change of Transit**

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 subjectmatter 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.

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01/01/2009

## **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 subjectmatter 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.

CL389

01/01/2009

### **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 subjectmatter 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.

CL387  
01/01/2009

**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 60 days after completion of discharge overseas 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 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge,

**whichever shall first occur.**

2 If the contract of insurance or the Clauses referred to therein specifically provide cover for inland or other further transits following on from storage, or termination as provided for above, cover will re-attach, and continues during the ordinary course of that transit terminating again in accordance with clause 1.

JC2009/056  
01/01/2009

## 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 subjectmatter 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.

CL382  
01/01/2009



## 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 subjectmatter 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 subjectmatter 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 subjectmatter 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.

CL384  
01/01/2009

## 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 overseas 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 subjectmatter 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.

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01/01/2009

### **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. 5.1 This insurance
  - 5.1.1 attaches only as the subject-matter insured and as to any part as that part is loaded on an oversea vessel and
  - 5.1.2 terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that part is discharged from an oversea vessel at the final port or place of discharge, or on expiry of 15 days counting from midnight of the day of arrival of the vessel at the final port or place of discharge, whichever shall first occur; nevertheless, subject to prompt notice to the Insurers and to an additional premium, such insurance
  - 5.1.3 reattaches when, without having discharged the subject-matter insured at the final port or place of discharge, the vessel sails therefrom, and
  - 5.1.4 terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that part is thereafter discharged



from the vessel at the final (or substituted) port or place of discharge,

or

on expiry of 15 days counting from midnight of the day of re-arrival of the vessel at the final port or place of discharge or arrival of the vessel at a substituted port or place of discharge,

whichever shall first occur.

5.2 If during the insured voyage the 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 oncarried 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.

CL385

01/01/2009

## 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 subjectmatter 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 subjectmatter 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.

CL383  
01/01/2009

#### **INSTITUTE ADDITIONAL EXPENSES CLAUSES (CARGO-WAR RISKS)**

This insurance is only to cover additional expenses incurred in consequence of War Risks, and only to the extent and subject to the conditions set forth in the following clauses:

1. In the event of interruption or frustration of the voyage or adventure by arrests, restraints, detainment or acts of Kings, Princes and Peoples in prosecution of hostilities or by blockades or other warlike operations, whether there be a declaration of war or not, and whether by a belligerent or otherwise, or by reason of the exercise by the carrier of any liberty granted by any "War Risks" clause in the contract of affreightment, and the goods being discharged at a port other than the port of destination specified in this insurance or, where a country or district is specified in this insurance as the destination of the voyage, being discharged outside the limits of such country or district, the Underwriters shall pay (subject to the limit stated below) their proportion of additional expenses (including additional marine and war risk premiums and duty, if any) reasonably incurred by the Assured, in consequence of such interruption or frustration and discharge, for landing and/or warehousing charges and/or for transshipment to original destination or for returning the goods to the point of origin of the shipment or for transshipping to a substituted destination.
2. The additional expenses for returning the goods to the point of origin of the shipment or for transshipping to a substituted destination referred to in Clause 1 shall be considered reasonably incurred only if
  - 2.1. the approval thereto of the Underwriters hereon has been first obtained, or
  - 2.2. the sum for which the goods could have been sold there at the time the decision to transport the goods was made, less all necessary charges incurred in transporting the goods, including duty, if any, exceeds the sum which could have been realised by a sale at the place where the voyage or adventure was interrupted or frustrated, less duty, if any, which would have become payable in event of sale there, and is not less than the sum which could have been realised at some other place to which the Assured might reasonably have sent the goods, less all necessary charges which would have been incurred in transporting the goods, including duty, if any.
3. Subject to the provisions of Clause 2, if the goods are returned to the point of origin of the shipment or transhipped to a substituted destination, and the sum realised or which could be realised there, by the sale of the goods, exceeds the sum insured hereunder, the Underwriters' liability hereunder for additional expenses in respect of transport and duty shall be limited to the amount by which the said additional expenses incurred exceed the difference between the sum realised or which could be realised by the sale of the goods and the sum insured hereunder.
4. This insurance does not cover any expenses
  - 4.1. incurred as a result of physical damage to vessel or cargo.
    - 4.1.1. which may be recoverable under Marine to War Risk insurances on the goods, or
    - 4.1.2. which may not be recoverable under such insurances by reason of insufficiency of the sum insured thereunder,
  - 4.2. incurred subsequent to and in consequence of prohibition by the Government of the United Kingdom or of any of its Allies whereby the Assured is prevented from removing the goods from the port or place or country of discharge.
5. Warranted that the goods are covered by insurance against War Risks and against Marine Risks to an extent not less than the cover provided by the Institute Cargo Clauses (C).
6. Risk to commence at times of sailing and it is warranted that when the vessel sails the contract of carriage provides for discharge of the goods at the destination named in this insurance.

7. Where the vessel has the option under the contract of carriage to discharge the goods at any specified port or ports, or any port or ports in a specified range, no liability shall arise hereunder by reason of discharge at any such port or ports.
8. Underwriters shall not be liable for
- 8.1. warehousing charges after a period of six months,
- 8.2. any expenses incurred more than twelve months after the goods were discharged unless the goods were in course of being forwarded, returned or transhipped to a substituted destination, before the expiry of the said twelve months.
9. Unless otherwise agreed the sum insured hereunder shall be that for which the goods are insured against Marine Risks or the C.I.F. value whichever be the greater. The sum insured by this insurance shall be the limit of liability hereunder.
10. Warranted that the goods are not at any time during the voyage, the property of any government or of any person, firm or corporation (including those domiciled in neutral territory) who are alien enemies of the United Kingdom or its Allies.
11. This insurance excludes loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radio-active force or matter.
- 12 This insurance is subject to English law and practice.

CL. 322.

## INSTITUTE BULK OIL CLAUSES

### RISKS COVERED

- |   |                                  |
|---|----------------------------------|
| 1. This insurance covers, except as provided in Clauses 4, 5, 6, and 7 below,   | Risks Clause                     |
| 1.1. loss of or contamination of the subject-matter insured reasonably attributable to  |                                  |
| 1.1.1. fire or explosion.   |                                  |
| 1.1.2. vessel or craft being stranded grounded sunk or capsized   |                                  |
| 1.1.3. collision or contact of vessel or craft with any external object other than water  |                                  |
| 1.1.4. discharge of cargo at a port or place of distress  |                                  |
| 1.1.5. earthquake volcanic eruption or lightning,   |                                  |
| 1.2. loss of or contamination of the subject-matter insured caused by   |                                  |
| 1.2.1. general average sacrifice  |                                  |
| 1.2.2. jettison   |                                  |
| 1.2.3. leakage from connecting pipelines in loading transhipment or discharge   |                                  |
| 1.2.4. negligence of Master Officers or Crew in pumping cargo ballast or fuel,  |                                  |
| 1.3. contamination of the subject-matter insured resulting from stress of weather.  |                                  |
| 2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance.  | General Average Clause           |
| 3. This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim. | "Both to Blame Collision" Clause |

### EXCLUSIONS

- |  |  |
|--|--|
| 4. In no case shall this insurance cover   | General Exclusions Clause                      |
| 4.1. loss damage or expense attributable to wilful misconduct of the Assured   |  |
| 4.2. ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured  |  |
| 4.3. loss damage or expense caused by inherent vice or nature of the subject-matter insured  |  |
| 4.4. loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)  |  |
| 4.5. loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel  |  |
| 4.6. loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.   |  |
| 5. 5.1. In no case shall this insurance cover loss damage or expense arising from unseaworthiness of vessel or craft, unfitness of vessel craft or conveyance for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is | Unseaworthiness and Unfitness Exclusion Clause |



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

War  
Exclusion  
Clause

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

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

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

Strikes  
Exclusion  
Clause

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

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

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

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

Transit  
Clause

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

or

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

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

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

Termination of  
Contract of  
Carriage  
Clause

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

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

or

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

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

Change of  
Voyage  
Clause

## CLAIMS

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

Insurable  
Interest  
Clause

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

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

Forwarding  
Charges  
Clause

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



<p>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.</p>	<p>Constructive Total Loss Clause</p>
<p>14. 14.1 If any Increased Value Insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, the liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.</p>	<p>Increased Value Clause</p>
<p>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.</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>15. Claims for leakage and shortage recoverable under this insurance are to be adjusted as follows:-</p>	<p>Adjustment Clause</p>
<p>15.1. The amount recoverable shall be the proportionate insured value of the volume of oil lost, to be ascertained by a comparison of the gross volume certified as having left tanks for loading on to the vessel with the gross volume certified as having been delivered to tanks at the termination of the transit, except that where the contract of sale is based on weight and not on volume the amount recoverable may be calculated on a weight basis from such certified quantities. The term "gross volume" in this Clause 15.1 means total volume without deduction of sediment and water content and free water, except to the extent that the amount of water can be shown by the Assured to have increased abnormally during the insured transit as a result of the operation of a risk covered by this insurance.</p>	
<p>15.2. Adjustment shall be made to the calculation under 15.1 above to eliminate any change in volume caused by variation in temperature and any apparent change in quantity arising from the use of inconsistent procedures in determining the certified quantities.</p>	
<p>15.3. Where this insurance provides for an excess to be applied to claims for leakage or shortage, such excess shall be deemed to include ordinary loss in weight or volume except when caused by variation in temperature or settling out of water. Where there is no such provision, the amount recoverable in accordance with Clauses 15.1 and 15.2 shall be subject to reduction for any ordinary loss excluded by Clause 4.2 above.</p>	
<p><b>BENEFIT OF INSURANCE</b></p>	
<p>16. This insurance shall not inure to the benefit of the carrier or other bailee</p>	<p>Not to Inure Clause</p>
<p><b>MINIMISING LOSSES</b></p>	
<p>17. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder</p>	<p>Duty of Assured Clause</p>
<p>17.1. to take such measures as may be reasonable for the purpose of averting or minimising such loss, and</p>	
<p>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.</p>	
<p>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.</p>	<p>Waiver Clause</p>
<p><b>AVOIDANCE OF DELAY</b></p>	
<p>19. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.</p>	<p>Reasonable Despatch Clause</p>
<p><b>LAW AND PRACTICE</b></p>	
<p>20. This insurance is subject to English law and practice.</p>	<p>English Law and Practice Clause</p>
<p><b>NOTE:-</b> It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.</p>	



insurance shall also terminate unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either

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

or

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

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

Termination of Contract of Carriage Clause

Change of Voyage Clause

**CLAIMS**

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

Insurable Interest Clause

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

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

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

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

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

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

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

Adjustment Clause

10.1. The amount recoverable shall be the proportionate insured value of the volume of oil lost, to be ascertained by a comparison of the gross volume certified as having left tanks for loading on to the vessel with the gross volume certified as having been delivered to tanks at the termination of the transit, except that where the contract of sale is based on weight and not on volume the amount recoverable may be calculated on a weight basis from such certified quantities.

The term "gross volume" in this Clause 10.1 means total volume without deduction of sediment and water content and free water, except to the extent that the amount of water can be shown by the Assured to have increased abnormally during the insured transit as a result of the operation of a risk covered by this insurance.

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

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

**BENEFIT OF INSURANCE**

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

Not to Inure Clause

**MINIMISING LOSSES**

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

Duty of Assured Clause

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

12.2. to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reason-

ably incurred in pursuance of these duties.

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

**AVOIDANCE OF DELAY**

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

**LAW AND PRACTICE**

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

NOTE:- It is necessary for the Assured when they become aware of an event which 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.

1/2/83  
CL274

**INSTITUTE CARGO CLAUSES (A)**

**RISKS COVERED**

- 1. This insurance covers all risks of loss of or damage to the subject-matter insured except as provided in Clauses 4, 5, 6 and 7 below. Risks Clause
- 2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance. General Average Clause
- 3. This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters, who shall have the right, at their own cost and expense, to defend the Assured against such claim. "Both to Blame Collision" Clause

**EXCLUSIONS**

- 4. In no case shall this insurance cover General Exclusions Clause
  - 4.1. loss damage or expense attributable to wilful misconduct of the Assured
  - 4.2. ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 4.3. loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
  - 4.4. loss damage or expense caused by inherent vice or nature of the subject-matter insured
  - 4.5. loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
  - 4.6. loss damage or expense 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.
- 5 Unseaworthiness and Unfitness Exclusion Clause
  - 5.1. In no case shall this insurance cover loss damage or expense arising from unseaworthiness of vessel or craft, unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.
  - 5.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.
- 6. In no case shall this insurance cover loss damage or expense caused by War Exclusion Clause
  - 6.1. war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

6.2. capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat  
 6.3. derelict mines torpedoes bombs or other derelict weapons of war  
 7. In no case shall this insurance cover loss damage or expense  
 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.

Strikes  
 Exclusion  
 Clause

**DURATION**

8 8.1. This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either  
 8.1.1. on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein,  
 8.1.2. on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either  
 8.1.2.1. for storage other than in the ordinary course of transit or  
 8.1.2.2. for allocation or distribution, or  
 8.1.3. on the expiry of 60 days after completion of discharge overseas of the goods hereby 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 goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.  
 8.3. This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.  
 9. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods, as provided for in Clause 8 above, then this insurance shall also terminate unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either  
 9.1. until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,  
 or  
 9.2. if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.  
 10. Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.

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.

Insurable  
 Interest Clause

Forwarding  
 Charges  
 Clause

Constructive  
 Total Loss  
 Clause



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

Increased Value Clause

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

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

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

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

### BENEFIT OF INSURANCE

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

Not to Inure Clause

### MINIMISING LOSSES

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

Duty of Assured Clause

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

16.2. to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

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

Waiver Clause

### AVOIDANCE OF DELAY

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

Reasonable Despatch Clause

### LAW AND PRACTICE

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

English Law 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.

1/1/82

CL252

## INSTITUTE CARGO CLAUSES (B)

### RISKS COVERED

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

Risks Clause

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

1.1.1. fire or explosion

1.1.2. vessel or craft being stranded grounded sunk or capsized

1.1.3. overturning or derailment of land conveyance

1.1.4. collision or contact of vessel craft or conveyance with any external object other than water

1.1.5. discharge of cargo at a port of distress

1.1.6. earthquake volcanic eruption or lightning

1.2. loss of or damage to the subject-matter insured caused by

1.2.1. general average sacrifice

1.2.2. jettison or washing overboard

1.2.3. entry of sea lake or river water into vessel craft hold conveyance container liftvan or place of storage,

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

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance. General Average Clause
3. This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim. "Both to Blame Collision" Clause

## EXCLUSIONS

4. In no case shall this insurance cover General Exclusions Clause
- 4.1. loss damage or expense attributable to wilful misconduct of the Assured
- 4.2. ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
- 4.3. loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
- 4.4. loss damage or expense caused by inherent vice or nature of the subject-matter insured
- 4.5. loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
- 4.6. loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel
- 4.7. deliberate damage to or deliberate destruction of the subject matter insured or any part thereof by the wrongful act of any person or persons
- 4.8. loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
5. 5.1 In no case shall this insurance cover loss damage or expense arising from Unseaworthiness and Unfitness Exclusion Clause  
 unseaworthiness of vessel or craft,  
 unfitness of vessel craft conveyance container or liftvan for the 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 War Exclusion Clause
- 6.1. war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
- 6.2. capture seizure arrest restraint or detention, and the consequences thereof or any attempt thereat
- 6.3. derelict mines torpedoes bombs or other derelict weapons of war.
7. In no case shall this insurance cover loss damage or expense Strikes Exclusion Clause
- 7.1. caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
- 7.2. resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
- 7.3. caused by any terrorist or any person acting from a political motive.

## DURATION

8. 8.1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein Transit Clause  
 for the commencement of the transit, continues during the ordinary course of transit and terminates either
- 8.1.1. on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein,
- 8.1.2. on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either
- 8.1.2.1. for storage other than in the ordinary course of transit or
- 8.1.2.2. for allocation or distribution, or
- 8.1.3. on the expiry of 60 days after completion of discharge overseas of the goods hereby 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 goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining s 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

Termination of Contract of Carriage Clause

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

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

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

Change of Voyage Clause

**CLAIMS**

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

Insurable Interest Clause

11.2. Subject to 11. 1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

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

Forwarding Charges Clause

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

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

Constructive Total Loss Clause

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

Increased Value Clause

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

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

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

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

**BENEFIT OF INSURANCE**

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

Not to Inure Clause

### MINIMISING LOSSES

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

Duty of Assured Clause

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.

1/1/82  
CL253

### INSTITUTE CARGO CLAUSES (C)

#### RISKS COVERED

1. This insurance covers, except as provided in Clauses 4, 5, 6 and 7 below,
- 1.1. loss of or damage to the subject-matter insured reasonably attributable to
- 1.1.1. fire or explosion
- 1.1.2. vessel or craft being stranded grounded sunk or capsized
- 1.1.3. overturning or derailment of land conveyance
- 1.1.4. collision or contact of vessel craft or conveyance with any external object other than water
- 1.1.5. discharge of cargo at a port of distress,
- 1.2. loss or damage to the subject-matter insured caused by
- 1.2.1. general average sacrifice
- 1.2.2. jettison.
2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance.
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
- 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)

General Exclusions Clause

4.6. loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel	
4.7. deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons	
4.8. loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.	
5. 5.1 In no case shall this insurance cover loss damage or expense arising from unseaworthiness of vessel or craft, unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.	Unseaworthiness and Unfitness Exclusion Clause
5.2. The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.	
6. In no case shall this insurance cover loss damage or expense caused by	War Exclusion Clause
6.1. war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power	
6.2. capture seizure arrest restraint or detainment, and the consequences thereof or any attempt thereat	
6.3. derelict mines torpedoes bombs or other derelict weapons of war.	
7. In no case shall this insurance cover loss damage or expense	Strikes Exclusion Clause
7.1. caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions	
7.2. resulting from strikes, lock-outs, labour disturbances, riots or civil commotions	
7.3. caused by any terrorist or any person acting from a political motive.	
<b>DURATION</b>	
8. 8.1 This insurance attaches from the time the goods leave the warehouse of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either	Transit Clause
8.1.1. on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein,	
8.1.2. on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either	
8.1.2.1. for storage other than in the ordinary course of transit or	
8.1.2.2. for allocation or distribution, or	
8.1.3. on the expiry of 60 days after completion of discharge oversea of the goods hereby insured from the oversea vessel at the final port of discharge, whichever shall first occur.	
8.2. If, after discharge oversea from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.	
8.3. This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.	
9. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 8 above, then this insurance shall also terminate unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either	Termination of Contract of Carriage Clause
9.1. until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur, or	
9.2. if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.	
10. Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.	Change of Voyage Clause

**CLAIMS**

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

11.2. Subject to 11. 1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

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

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

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

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

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

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

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

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

**BENEFIT OF INSURANCE**

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

**MINIMISING LOSSES**

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

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

16.2. to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

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

**AVOIDANCE OF DELAY**

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

**LAW AND PRACTICE**

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

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

## INSTITUTE STRIKES CLAUSES (CARGO)

### 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.

### 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 labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot and civil commotion
  - 3.8. any claim based upon loss of or frustration of the voyage or adventure
  - 3.9. loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
  - 3.10. loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.
4. 4.1 In no case shall this insurance cover loss damage or expense arising from unseaworthiness of vessel or craft, unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.
- 4.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.

### DURATION

5. 5.1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either
- 5.1.1. on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein,
  - 5.1.2. on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either
    - 5.1.2.1. for storage other than in the ordinary course of transit or
    - 5.1.2.2. for allocation or distribution, or
  - 5.1.3. on the expiry of 60 days after completion of discharge overseide of the goods hereby insured from the oversea vessel at the final port of discharge, whichever shall first occur.
- 5.2. If, after discharge overseide 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.

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

Termination of Contract of Carriage Clause

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

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

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

Change of Voyage Clause

### CLAIMS

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

Insurable Interest Clause

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

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

Increased Value Clause

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

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

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

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

### BENEFIT OF INSURANCE

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

Not to Inure Clause

### MINIMISING LOSSES

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

Duty of Assured Clause

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

11.2. to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

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

Waiver Clause

### AVOIDANCE OF DELAY

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

Reasonable Despatch Clause



**LAW AND PRACTICE**

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

English Law and Practice Clause

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

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**INSTITUTE WAR CLAUSES (CARGO)**
**RISKS COVERED**

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

Risks Clause

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

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

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

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

General Average Clause

**EXCLUSIONS**

3. In no case shall this insurance cover

General Exclusions Clause

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

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

3.3. loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)

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

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

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

3.7. any claim based upon loss of or frustration of the voyage or adventure

3.8. loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

4. 4.1 In no case shall this insurance cover loss damage or expense arising from unseaworthiness of vessel or craft,

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

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

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

Unseaworthiness and Unfitness Exclusion Clause

**DURATION**

5. 5.1 This insurance

Transit Clause

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

5.1.2. terminates, subject to 5.2 and 5.3 below, either as the subject matter insured and as to any part as that part is discharged from an oversea vessel at the final port or place of discharge,

or

on expiry of 15 days counting from midnight of the day of arrival of the vessel at the final port or place of discharge, whichever shall first occur; nevertheless,

subject to prompt notice to the Underwriters and to an additional premium, such insurance

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

and

5.1.4. terminates, subject to 5.2 and 5.3 below, either as the subject matter insured and as to any part as that part is thereafter discharged from the vessel at the final (or substituted) port or place of discharge,

or

on expiry of 15 days counting from midnight of the day of re arrival of the vessel at the final port or place of discharge or arrival of the vessel at a substituted port or place of discharge, whichever shall first occur.

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

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

or

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

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

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

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

thereafter such insurance terminates in accordance with 5.1.4.

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

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

(For the purpose of Clause 5

"arrival" shall be deemed to mean the vessel is anchored, moored or otherwise secured at a berth or place within the Harbour Authority area. If such a berth or place is not available, arrival is deemed to have occurred when the vessel first anchors, moors or otherwise secures either at or off the intended port or place of discharge

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

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

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

Change of  
Voyage Clause

**CLAIMS**

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

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

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

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

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

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

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

**BENEFIT OF INSURANCE**

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

**MINIMISING LOSSES**

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

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

and

11.2. to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

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

**AVOIDANCE OF DELAY**

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

**LAW AND PRACTICE**

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

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

1/1/82  
CL255

**INSTITUTE WAR CLAUSES (AIR CARGO)**
**(excluding sendings by Post)**
**RISKS COVERED**

1. This insurance covers, except as provided in Clause 2 below, loss of or damage to the subject-matter insured caused by
- 1.1. war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
  - 1.2. capture seizure arrest restraint or detainment, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat
  - 1.3. derelict mines torpedoes bombs or other derelict weapons of war.

Risks Clause

**EXCLUSIONS**

2. In no case shall this insurance cover
- 2.1. loss damage or expense attributable to wilful misconduct of the Assured
  - 2.2. ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 2.3. loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 2.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
  - 2.4. loss damage or expense caused by inherent vice or nature of the subject-matter insured
  - 2.5. loss damage or expense arising from unfitness of aircraft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unfitness at the time the subject-matter insured is loaded therein
  - 2.6. loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against
  - 2.7. loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the aircraft
  - 2.8. any claim based upon loss of or frustration of the voyage or adventure
  - 2.9. loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

General Exclusions Clause

**DURATION**

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

Transit Clause

carrying aircraft or oversea vessel. During the period of 15 days the insurance remains in force after discharge only whilst the subject matter insured and as to any part as that part is at such intermediate place. If the goods are on-carried within the said period of 15 days or if the insurance reattaches as provided in this Clause 3.2

3.2.1. where the on-carriage is by aircraft this insurance continues subject to the terms of these clauses,

or

3.2.2. where the on-carriage is by oversea vessel, the current Institute War Clauses (Cargo) shall be deemed to form part of this insurance and shall apply to the on-carriage by sea.

3.3. If the air transit in the contract of carriage is terminated at a place other than the destination agreed therein, that place shall be deemed to be the final place of discharge and such insurance terminates in accordance with 3.1.2. If the subject-matter insured is subsequently consigned to the original or any other destination, then, provided notice is given to the Underwriters before the commencement of such further transit and subject to an additional premium, such insurance reattaches

3.3.1. in the case of the subject-matter insured having been discharged, as the subject-matter insured and as to any part as that part is loaded on the on-carrying aircraft for the transit;

3.3.2. in the case of the subject-matter insured not having been discharged, when the aircraft departs from such deemed final place of discharge;

thereafter such insurance terminates in accordance with 3.1.4.

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

(For the purpose of Clause 3

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

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

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

Change of Transit Clause

## CLAIMS

6. 6.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.

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

7. 7.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

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

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

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

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

Increased Value Clause

## BENEFIT OF INSURANCE

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

Not to Inure Clause

## MINIMISING LOSSES

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

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

Duty of Assured Clause

9.2. to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

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

**AVOIDANCE OF DELAY**

11. 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**

12. 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.

1/1/82  
CL258

**INSTITUTE CARGO CLAUSES (AIR)**  
**(excluding sendings by Post)**

**RISKS COVERED**

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

**EXCLUSIONS**

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

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

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

2.3. loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 2.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)

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

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

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

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

2.8. loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

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

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

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

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

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

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

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

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



**DURATION**

5. 5.1 This insurance attaches from the time the subject-matter insured leaves the warehouse, premises or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either

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

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

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

5.1.2.2. for allocation or distribution

or

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

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

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

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

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

or

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

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

Transit Clause

Termination of Contract of Carriage Clause

Change of Transit Clause

**CLAIMS**

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

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

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

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

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

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

Insurable Interest Clause

Forwarding Charges Clause

Constructive Total Loss Clause

Increased Value Clause

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

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

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

**BENEFIT OF INSURANCE**

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

Not to Inure Clause

**MINIMISING LOSSES**

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

Duty of Assured Clause

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

13.2. to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

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

Waiver Clause

**AVOIDANCE OF DELAY**

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

Reasonable Despatch Clause

**LAW AND PRACTICE**

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

English Law and Practice Clause

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

1/1/82  
CL259

**INSTITUTE MARINE POLICY GENERAL PROVISIONS (CARGO)**

The following general provisions are incorporated in this contract:

**ENGLISH LAW AND PRACTICE CLAUSE**

This insurance is subject to English Law and practice.

**INSURABLE INTEREST CLAUSE**

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

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

**DUTY OF ASSURED CLAUSE**

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

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

2. to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

#### **WAIVER CLAUSE**

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

#### **WAR EXCLUSION CLAUSE**

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

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

#### **ATOMIC AND NUCLEAR EXCLUSION CLAUSE**

In no case shall this insurance cover loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

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

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

1/10/82  
CL269

#### **(FOR USE ONLY WITH THE NEW MARINE POLICY FORM) INSTITUTE WAR CANCELLATION CLAUSE (CARGO)**

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

1/12/82  
CL271

#### **INSTITUTE PROVISIONAL VALUE CLAUSE FOR CARGO CONTRACTS**

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

1/5/84  
CL305

#### **INSTITUTE EXTENDED RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE**

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.

01/11/02  
CL 356 A

## **INSTITUTE CHEMICAL, BIOLOGICAL, BIO-CHEMICAL, ELECTROMAGNETIC WEAPONS AND CYBER ATTACK EXCLUSION CLAUSE**

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

1 In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from 1.1. any chemical, biological, bio-chemical or electromagnetic weapon 1.2. the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, computer virus or process or any other electronic system.

01/11/02  
CL.365

## **INSTITUTE CLASSIFICATION CLAUSE 01/01/2001**

### **QUALIFYING VESSELS**

1. This insurance and the marine transit rates as agreed in the policy or open cover apply only to cargoes and/or interests carried by mechanically self-propelled vessels of steel construction classed with a Classification Society which is:

- 1.1. a Member or Associate Member of the International Association of Classification Societies (IACS\*), or
- 1.2. a National Flag Society as defined in Clause 4 below, but only where the vessel is engaged exclusively in the coastal trading of that nation (including trading on an inter-island route within an archipelago of which that nation forms part).

Cargoes and/or interests carried by vessels not classed as above must be notified promptly to underwriters for rates and conditions to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable commercial market terms.

### **AGE LIMITATION**

2. Cargoes and/or interests carried by Qualifying Vessels (as defined above) which exceed the following age limits will be insured on the policy or open cover conditions subject to an additional premium to be agreed.

Bulk or combination carriers over 10 years of age or other vessels over 15 years of age unless they :

- 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 containerships, vehicle carriers or double-skin open-hatch gantry crane vessels (OHGCs) and have been continuously used as such on an established and regular pattern of trading between a range of specified ports, and do not exceed 30 years of age.

### **CRAFT CLAUSE**

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](http://www.iacs.org.uk)

1/1/01  
CL354

## INSTITUTE COAL CLAUSES

### RISKS COVERED

1. This insurance covers, except as provided in Clauses 4, 5, 6 and 7 below,	Risks Clause
1.1. loss of or damage to the subject-matter insured reasonably attributable to	
1.1.1. fire explosion or heating, even when caused by spontaneous combustion, inherent vice or nature of the subject-matter insured	
1.1.2. vessel being stranded grounded sunk or capsized	
1.1.3. collision or contact of vessel with any external object other than water	
1.1.4. discharge of cargo at a port of distress	
1.1.5. earthquake volcanic eruption or lightning,	
1.2. loss of or damage to the subject-matter insured caused by	
1.2.1. general average sacrifice	
1.2.2. jettison or washing overboard	
1.2.3. entry of sea lake or river water into vessel hold container or place of storage.	General Average Clause
2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance.	General Average Clause
3. This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim.	"Both to Blame Collision" Clause

### EXCLUSIONS

4. In no case shall this insurance cover	General Exclusions Clause
4.1. loss damage or expense attributable to wilful misconduct of the Assured	
4.2. ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured	
4.3. loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)	
4.4. loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel	
4.5. deliberate damage to or deliberate destruction of the subject matter insured or any part thereof by the wrongful act of any person or persons	
4.6. loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.	
5. 5.1. In no case shall this insurance cover loss damage or expense arising from unseaworthiness of vessel or craft, unfitness of vessel craft conveyance or container for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.	Unseaworthiness and Unfitness Exclusion Clause
5.2. The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.	
6. In no case shall this insurance cover loss damage or expense caused by	War Exclusion Clause
6.1. war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power	
6.2. capture seizure arrest restraint or detainment, and the consequences thereof or any attempt thereat	
6.3. derelict mines torpedoes bombs or other derelict weapons of war.	
7. In no case shall this insurance cover loss damage or expense	Strikes Exclusion Clause
7.1. caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions	
7.2. resulting from strikes, lock-outs, labour disturbances, riots or civil commotions	
7.3. caused by any terrorist or any person acting from a political motive.	

**Duration**

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

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

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

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

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

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

**CLAIMS**

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

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

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

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

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

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

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

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

**BENEFIT OF INSURANCE**

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



### MINIMISING LOSSES

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

Duty of Assured Clause

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.

1/10/82  
CL267

### INSTITUTE STRIKES CLAUSES (COAL)

#### 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 inherent vice or nature of the subject-matter insured
- 3.4. loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
- 3.5. loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel
- 3.6. loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion
- 3.7. any claim based upon loss of or frustration of the voyage or adventure
- 3.8. loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- 3.9. loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.

General Exclusions Clause

- 4 4.1 In no case shall this insurance cover loss damage or expense arising from unseaworthiness of vessel or craft, unfitness of vessel craft conveyance or container for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is

Unseaworthiness and Unfitness Exclusion Clause

loaded therein.

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

**Duration**

5 5.1. This insurance attaches as the subject-matter insured is loaded on board the oversea vessel at the port or place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates as the subject-matter insured is discharged overside from the oversea vessel at the destination named herein. Transit Clause

5.2. This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 6 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or 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.

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

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

6.2. if the subject-matter insured is forwarded within the said period of 15 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 5 above.

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

**CLAIMS**

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

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

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

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

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

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

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

**BENEFIT OF INSURANCE**

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

**MINIMISING LOSSES**

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

11.1. to take such measures as may be reasonable for the purpose of averting or minimising such loss,  
and  
11.2. to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised  
and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and  
reasonably incurred in pursuance of these duties.  
12. Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter  
insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

Waiver Clause

**AVOIDANCE OF DELAY**

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

Reasonable  
Despatch Clause

**LAW AND PRACTICE**

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

English Law and  
Practice Clause

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

1/10/82  
CL268

**INSTITUTE COMMODITY TRADES CLAUSES (A)**

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

**RISKS COVERED**

1. This insurance covers all risks of loss of or damage to the subject-matter insured except as provided in Clauses 4, 5, 6 and  
7 below.  
2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreight-  
ment 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  
4.5. loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except  
expenses payable under Clause 2 above)  
4.6. loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the  
vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the  
ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution  
of the voyage This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has  
bought or agreed to buy the subject-matter insured in good faith under a binding contract  
4.7. loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or  
other like reaction or radioactive force or matter.

General Exclusions  
Clause

<p>5. 5.1 In no case shall this insurance cover loss damage or expense arising from</p> <p>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</p> <p>5.1.2. unfitness of container liftvan or land conveyance for the safe carriage of the subject-matter insured, where loading therein is carried out prior to attachment of this insurance or by the Assured or their servants.</p> <p>5.2. Where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract, exclusion 5.1.1 above shall not apply.</p> <p>5.3. The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.</p>	<p>Unseaworthiness and Unfitness Exclusion Clause</p>
<p>6. In no case shall this insurance cover loss damage or expense caused by</p> <p>6.1. war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power</p> <p>6.2. capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat</p> <p>6.3. derelict mines torpedoes bombs or other derelict weapons of war.</p>	<p>War Exclusion Clause</p>
<p>7. In no case shall this insurance cover loss damage or expense</p> <p>7.1. caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions</p> <p>7.2. resulting from strikes, lock-outs, labour disturbances, riots or civil commotions</p> <p>7.3. caused by any terrorist or any person acting from a political motive.</p>	<p>Strikes Exclusion Clause</p>
<p><b>DURATION</b></p>	
<p>8. 8.1. This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either</p> <p>8.1.1. on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein,</p> <p>8.1.2. on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either</p> <p>8.1.2.1. for storage other than in the ordinary course of transit or</p> <p>8.1.2.2. for allocation or distribution, or</p> <p>8.1.3. on the expiry of 60 days after completion of discharge overseide of the goods hereby insured from the oversea vessel at the final port of discharge, whichever shall first occur.</p> <p>8.2. If, after discharge overseide 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>8.3. This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.</p>	<p>Transit Clause</p>
<p>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</p> <p>9.1. until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,</p> <p>or</p> <p>9.2. if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.</p>	<p>Termination of Contract of Carriage Clause</p>

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

**CLAIMS**

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

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

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

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

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

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

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

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

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

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

**BENEFIT OF INSURANCE**

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

**MINIMISING LOSSES**

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

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

and

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.

5/9/83  
CL275

**INSTITUTE COMMODITY TRADES CLAUSES (B)**

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

**RISKS COVERED**

- 1. This Insurance covers, except as provided in Clauses 4, 5, 6 and 7 below, Risks Clause
  - 1.1. loss of or damage to the subject-matter insured reasonably attributable to
    - 1.1.1. fire or explosion
    - 1.1.2. vessel or craft being stranded grounded sunk or capsized
    - 1.1.3. overturning or derailment of land conveyance
    - 1.1.4. collision or contact of vessel craft or conveyance with any external object other than water
    - 1.1.5. discharge of cargo at a port of distress
    - 1.1.6. earthquake volcanic eruption or lightning,
  - 1.2. loss of or damage to the subject-matter insured caused by
    - 1.2.1. general average sacrifice
    - 1.2.2. jettison or washing overboard
    - 1.2.3. entry of sea lake or river water into vessel craft hold conveyance container liftvan or place of storage,
  - 1.3. total loss of any package lost overboard or dropped whilst loading on to, or unloading from, vessel or craft.
- 2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance. General Average Clause
- 3. This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim. "Both to Blame Collision" Clause

**EXCLUSIONS**

- 4. In no case shall this insurance cover General Exclusions Clause
  - 4.1. loss damage or expense attributable to wilful misconduct of the Assured
  - 4.2. ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 4.3. loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
  - 4.4. loss damage or expense caused by inherent vice or nature of the subject-matter insured
  - 4.5. loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
  - 4.6. loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage  
This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract
  - 4.7. deliberate damage to or deliberate destruction of the subject matter insured or any part thereof by the wrongful act of any person or persons
  - 4.8. loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.



<p>5. 5.1 In no case shall this insurance cover loss damage or expense arising from</p> <p>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</p> <p>5.1.2. unfitness of container liftvan or land conveyance for the safe carriage of the subject-matter insured, where loading therein is carried out prior to attachment of this insurance or by the Assured or their servants.</p> <p>5.2. Where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract, exclusion 5.1.1 above shall not apply.</p> <p>5.3. The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.</p>	<p>Unseaworthiness and Unfitness Exclusion Clause</p>
<p>6. In no case shall this insurance cover loss damage or expense caused by</p> <p>6.1. war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power</p> <p>6.2. capture seizure arrest restraint or detainment, and the consequences thereof or any attempt thereat</p> <p>6.3. derelict mines torpedoes bombs or other derelict weapons of war.</p>	<p>War Exclusion Clause</p>
<p>7. In no case shall this insurance cover loss damage or expense</p> <p>7.1. caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions</p> <p>7.2. resulting from strikes, lock-outs, labour disturbances, riots or civil commotions</p> <p>7.3. caused by any terrorist or any person acting from a political motive.</p>	<p>Strikes Exclusion Clause</p>
<p><b>DURATION</b></p>	
<p>8. 8.1. This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either</p> <p>8.1.1. on delivery to the Consignees' or other final warehouse or place as storage at the destination named herein,</p> <p>8.1.2. on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either</p> <p>8.1.2.1. for storage other than in the ordinary course of transit or</p> <p>8.1.2.2. for allocation or distribution, or</p> <p>8.1.3. on the expiry of 60 days after completion of discharge overseide of the goods hereby insured from the oversea vessel at the final port of discharge. whichever shall first occur,</p> <p>8.2. If, after discharge overseide 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>8.3. This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.</p>	<p>Transit Clause</p>
<p>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</p> <p>9.1. until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur, or</p> <p>9.2. if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.</p>	<p>Termination of Contract of Carriage Clause</p>
<p>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.</p>	<p>Change of Voyage Clause</p>

**CLAIMS**

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

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

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

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

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

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

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

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

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

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

**BENEFIT OF INSURANCE**

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

**MINIMISING LOSSES**

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

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

16.2. to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

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

**AVOIDANCE OF DELAY**

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

**LAW AND PRACTICE**

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

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

**INSTITUTE COMMODITY TRADES CLAUSES (C)**

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

**RISKS COVERED**

- 1. This insurance covers, except as provided in Clauses 4, 5, 6 and 7 below, Risks Clause
  - 1.1. loss of or damage to the subject-matter insured reasonably attributable to
    - 1.1.1. fire or explosion
    - 1.1.2. vessel or craft being stranded grounded sunk or capsized
    - 1.1.3. overturning or derailment of land conveyance
    - 1.1.4. collision or contact of vessel craft or conveyance with any external object other than water
    - 1.1.5. discharge of cargo at a port of distress,
  - 1.2. loss of or damage to the subject-matter insured caused by
    - 1.2.1. general average sacrifice
    - 1.2.2. jettison.
- 2.. This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance. General Average Clause
- 3. This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim. "Both to Blame Collision" Clause

**EXCLUSIONS**

- 4. In no case shall this insurance cover General Exclusions Clause
  - 4.1. loss damage or expense attributable to wilful misconduct of the Assured
  - 4.2. ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 4.3. loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
  - 4.4. loss damage or expense caused by inherent vice or nature of the subject-matter insured
  - 4.5. loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
  - 4.6. loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage

This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract

  - 4.7. deliberate damage to or deliberate destruction of the subject matter insured or any part thereof by the wrongful act of any person or persons
  - 4.8. loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- 5. Unseaworthiness and Unfitness Exclusion Clause
  - 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 liftvan or land conveyance for the safe carriage of the subject-matter insured, where loading therein is carried out prior to attachment of this insurance or by the Assured or their servants.
  - 5.2. Where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract, exclusion 5.1.1 above shall not apply.
  - 5.3. The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

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

War Exclusion Clause

Strikes Exclusion Clause

**DURATION**

8. 8.1. This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either
- 8.1.1. on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein,
  - 8.1.2. on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either
    - 8.1.2.1. for storage other than in the ordinary course of transit or
    - 8.1.2.2. for allocation or distribution,
  - or
  - 8.1.3. on the expiry of 60 days after completion 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 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,
  - or
  - 9.2. if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.
10. Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.

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.

Insurable Interest Clause

Forwarding Charges Clause

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

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

Constructive Total Loss Clause

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

Increased Value Clause

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

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

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

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

#### BENEFIT OF INSURANCE

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

Not to Inure Clause

#### MINIMISING LOSSES

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

Duty of Assured Clause

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

16.2. to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

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.

5/9/83

CL277

#### INSTITUTE STRIKES CLAUSES (COMMODITY TRADES)

Agreed with The Federation of Commodity Associations

#### RISKS COVERED

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

Risks Clause

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

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



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

General Average Clause

**EXCLUSIONS**

3. In no case shall this insurance cover

General Exclusions Clause

- 3.1. loss damage or expense attributable to wilful misconduct of the Assured
- 3.2. ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
- 3.3. loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
- 3.4. loss damage or expense caused by inherent vice or nature of the subject-matter insured
- 3.5. loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
- 3.6. loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage.
- 3.7. loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion.  
This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract
- 3.8. any claim based upon loss of or frustration of the voyage or adventure
- 3.9. loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- 3.10. loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom or any hostile act by or against a belligerent power.

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

Unseaworthiness and Unfitness Exclusion Clause

- 4.1.1. unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject matter insured is loaded therein
- 4.1.2. unfitness of container liftvan or land conveyance for the safe carriage of the subject-matter insured, where loading therein is carried out prior to attachment of this insurance or by the Assured or their servants.
- 4.2. Where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract, exclusion 4.1.1 above shall not apply.
- 4.3. The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

**DURATION**

- 5 5.1. This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either
  - 5.1.1. on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein,
  - 5.1.2. on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either
    - 5.1.2.1. for storage other than in the ordinary course of transit or
    - 5.1.2.2 for allocation or distribution,
- or
- 5.1.3. on the expiry of 60 days after completion of discharge oversee of the goods hereby insured from the oversea vessel at the final port of discharge, whichever shall first occur.
- 5.2. If, after discharge oversee 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.

Transit Clause



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

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

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

or

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

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

Termination of Contract of Carriage Clause

Change of Voyage Clause

**CLAIMS**

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

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

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

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

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

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

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

Insurable Interest Clause

Increased Value Clause

**BENEFIT OF INSURANCE**

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

Not to Inure Clause

**MINIMISING LOSSES**

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

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

11.2. to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

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

Duty of Assured Clause

Waiver Clause

**AVOIDANCE OF DELAY**

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

**LAW AND PRACTICE**

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

English Law and Practice Clause

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

5/9/83  
CL279

**INSTITUTE WAR CLAUSES (COMMODITY TRADES)**

Agreed with The Federation of Commodity Associations

**RISKS COVERED**

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

Risks Clause

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

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

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

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

General Average Clause

**EXCLUSIONS**

3. In no case shall this insurance cover

General Exclusions Clause

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

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

3.3. loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)

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

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

3.6. loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage.

This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract

3.7. any claim based upon loss of or frustration of the voyage or adventure

3.8. loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

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

Unseaworthiness and Unfitness Exclusion Clause

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

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

4.2. Where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract, exclusion 4.1.1 above shall not apply.

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

**DURATION**

5.1. This insurance

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

5.1.2. terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that part is discharged from an oversea vessel at the final port or place of discharge,

or

on expiry of 15 days counting from midnight of the day of arrival of the vessel at the final port or place or discharge whichever shall first occur; nevertheless,

subject to prompt notice to the Underwriters and to an additional premium, such insurance

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

and

5.1.4. terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that part is thereafter discharged from the vessel at the final (or substituted) port or place of discharge,

or

on expiry of 15 days counting from midnight of the day of re arrival of the vessel at the final port or place of discharge or arrival of the vessel at a substituted port or place of discharge, whichever shall first occur.

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

5.2

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

or

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

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

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

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

thereafter such insurance terminates in accordance with 5.1.4.

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

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

(For the purpose of Clause 5

"arrival" shall be deemed to mean that the vessel is anchored, moored or otherwise secured at a berth or place within the Harbour Authority area. If such a berth or place is not available, arrival is deemed to have occurred when the vessel first anchors, moors or otherwise secures either at or off the intended port or place of discharge

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

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

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

**CLAIMS**

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

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

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

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

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

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

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

**BENEFIT OF INSURANCE**

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

**MINIMISING LOSSES**

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

11.2. to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

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

**AVOIDANCE OF DELAY**

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

**LAW AND PRACTICE**

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

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

5/9/83  
 CL278

## INSTITUTE CONTAINER CLAUSES - TIME

**This insurance is subject to English law and practice**

### RISKS COVERED

- |   |                                  |
|---|----------------------------------|
| 1. This insurance covers all risks of loss of or damage to the subject-matter insured, except as provided in Clauses 4, 5, 6, 7 and 8 below.  | Risks Clause                     |
| 2.. This insurance covers general average salvage and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 5, 6, 7 and 8 or elsewhere in this insurance.<br>For the purpose of claims for general average contribution salvage and salvage charges recoverable hereunder the subject-matter insured shall be deemed to be insured for its full contributory value. | General Average Clause           |
| 3. This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim.  | "Both to Blame Collision" Clause |
| 4. The Underwriters shall only be liable under Clauses 1 and 2 above for loss of or damage to the machinery of the container  | Machinery Clause                 |
| 4.1. when the container is a total loss (actual or constructive)  |                                  |
| 4.2. when such damage is caused by  |                                  |
| 4.2.1. fire or explosion originating externally to the machinery  |                                  |
| 4.2.2. vessel or craft being stranded grounded sunk or capsized   |                                  |
| 4.2.3. overturning derailment or other accident to land conveyance or aircraft  |                                  |
| 4.2.4. collision or contact of vessel or craft with any external object other than water  |                                  |
| 4.2.5. general average sacrifice.   |                                  |

### EXCLUSIONS

- |   |                          |
|---|--------------------------|
| 5. In no case shall this insurance cover  | General Exclusion Clause |
| 5.1. loss damage or expense attributable to wilful misconduct of the Assured  |                          |
| 5.2. ordinary wear and tear, ordinary corrosion and rust, or gradual deterioration  |                          |
| 5.3. mysterious disappearance, unexplained loss and loss discovered upon taking inventory   |                          |
| 5.4. loss damage or expense caused by inherent vice or nature or nature of the subject-matter insured   |                          |
| 5.5. loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)   |                          |
| 5.6. loss damage or expense arising from insolvency or financial default  |                          |
| 5.7. loss damage or expense arising from unseaworthiness of vessel or craft, unfitness of vessel craft or conveyance for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness. |                          |
| 6. In no case shall this insurance cover loss damage liability or expense caused by   | War Exclusion Clause     |
| 6.1. war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power   |                          |
| 6.2. capture seizure arrest restraint or detainment (barratry and piracy excepted), and the consequences thereof or any attempt thereat   |                          |
| 6.3. derelict mines torpedoes bombs or other derelict weapons of war  |                          |
| 6.4. confiscation nationalisation requisition or pre-emption.   |                          |
| 7. In no case shall this insurance cover loss damage liability or expense   | Strikes Exclusion Clause |
| 7.1. caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions   |                          |
| 7.2. resulting from strikes, lock-outs, labour disturbances, riots or civil commotions  |                          |
| 7.3. caused by any terrorist or any person acting from a political motive.  |                          |
| 8. In no case shall this insurance cover loss damage liability or expense arising from any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.   | Nuclear Exclusion Clause |



**SCOPE OF INSURANCE**

9. Each container is covered, including whilst on deck, within the sea and territorial limits specified in the Schedule below. Breach of these limits held covered at a premium to be agreed, subject to prompt notice being given to the Underwriters. Limits Clause

10. If a container insured hereunder is sold leased or hired to a party not named as an Assured, the insurance of that container shall terminate automatically unless the Underwriters agree in writing to continue the cover. Sale or Hire Clause

This Clause 10 shall prevail notwithstanding any provision whether written, typed or printed in this insurance inconsistent therewith.

**CANCELLATION**

11. This insurance may be cancelled by either the Underwriters or the Assured giving 30 days' notice (such cancellation becoming effective on the expiry of 30 days from midnight of the day on which notice of cancellation is issued by or to the Underwriters). Cancellation Clause

11.1. In the event of cancellation by the Underwriters, they shall allow pro rata daily net return of premium to the Assured.

11.2. In the event of cancellation by the Assured, the Underwriters shall allow such return of premium as may be agreed.

**ASSIGNMENT**

12. No assignment of or interest in this insurance or in any moneys which may be or become payable hereunder is to be binding on or recognised by the Underwriters unless a dated notice of such assignment or interest signed by the Assured, and by the assignor in the case of subsequent assignment, is endorsed on the Policy and the Policy with such endorsement is produced before payment of any claim or return of premium thereunder. Assignment Clause

**CLAIMS**

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

14. In the event of accident whereby loss or damage may result in a claim under this insurance, prompt notice shall be given to the Underwriters or, if the container is abroad, to the nearest Lloyd's Agent so that a surveyor may be appointed to represent the Underwriters should they so wish. Notice of Claim Clause

15. Where a claim is payable under this insurance for a container which is damaged but is not a total loss, the measure of indemnity shall not exceed the reasonable cost of repairing such damage. Partial Loss and Deductible Clause

15.1. The Underwriters only to be liable for the the excess of the deductible specified in the Schedule below in respect of each container any one accident or series of accidents arising from one event but this deductible not apply to

15.1.1. total loss (actual or constructive)

15.1.2. general average salvage or salvage charges

15.1.3. charges incurred under Clause 18 below.

15.2. In respect of each container the Underwriters shall not be liable

15.2.1. in respect of unrepaired damage for more than the insured value at the time this insurance terminates

15.2.2. for unrepaired damage in the event of a subsequent total loss (whether or not covered by this insurance) sustained during the period covered by this insurance or any extension thereof.

16. 16.1. In ascertaining whether a container is a constructive total loss, the insured value of that container shall be taken as the repaired value and nothing in respect of the damaged or scrap value shall be taken into account.

16.2. No claim for constructive total loss based upon the cost of recovery and/or repair of a container shall be recoverable hereunder unless such cost would exceed the insured value of that container. In making this determination, only the cost relating to a single accident or sequence of damages arising from the same accident shall be taken into account.

**BENEFIT OF INSURANCE**

17. This insurance shall not inure to the benefit of any carrier or bailee other than the Assured. Not to Inure Clause

**MINIMISING LOSSES**

18. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder Duty of Assured (Sue and Labour) Clause

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

18.2. to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.



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

**IT IS A CONDITION OF THIS INSURANCE THAT EACH CONTAINER BEARS CLEAR MARKS OF IDENTIFICATION.**

SCHEDULE			
Subject-Matter Insured			Sea and Territorial Limits
Type & Size	Identification Mark	Value	(which are deemed to include normal flying routes between points within these Sea and Territorial Limits)
{Response}	{Response}	{Response}	{Response}
			Oversea Vessels
Deductible {Response}			{Response}
OR AS PER SCHEDULE ATTACHED			

1/1/87  
CL338

**INSTITUTE CONTAINER CLAUSES - TIME  
TOTAL LOSS, GENERAL AVERAGE, SALVAGE, SALVAGE CHARGES, SUE AND LABOUR**

This insurance is subject to English law and practice

**RISKS COVERED**

- 1. This insurance covers all risks of total loss (actual or constructive) of the subject-matter insured, except as provided in Clauses 4, 5, 6 and 7 below. Risk Clause
- 2. This insurance covers general average salvage and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance. General Average Clause  
For the purpose of claims for general average contribution salvage and salvage charges recoverable hereunder the subject-matter insured shall be deemed to be insured for its full contributory value.
- 3. This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim. "Both to Blame Collision" Clause

**EXCLUSIONS**

- 4. In no case shall this insurance cover General Exclusion Clause
    - 4.1. loss damage or expense attributable to wilful misconduct of the Assured
    - 4.2. ordinary wear and tear, ordinary corrosion and rust, or gradual deterioration
    - 4.3. mysterious disappearance, unexplained loss and loss discovered upon taking inventory
    - 4.4. loss damage or expense caused by inherent vice or nature or nature of the subject-matter insured
    - 4.5. loss damage or expense proximately caused by delay, even though the delay becaused by a risk insured against (except expenses payable under Clause 2 above)
    - 4.6. loss damage or expense arising from insolvency or financial default
    - 4.7. loss damage or expense arising from unseaworthiness of vessel or craft
- unfitness of vessel craft or conveyance for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness.

<p>5. In no case shall this insurance cover loss damage liability or expense caused by</p> <p>5.1. war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power</p> <p>5.2. capture seizure arrest restraint or detainment (barratry and piracy excepted), and the consequences thereof or any attempt thereat</p> <p>5.3. derelict mines torpedoes bombs or other derelict weapons of war</p> <p>5.4. confiscation nationalisation requisition or pre-emption.</p>	<p>War Exclusion by Clause</p>
<p>6. In no case shall this insurance cover loss damage liability or expense</p> <p>6.1. caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions</p> <p>6.2. resulting from strikes, lock-outs, labour disturbances, riots or civil commotions</p> <p>6.3. caused by any terrorist or any person acting from a political motive.</p>	<p>Strikes Exclusion Clause</p>
<p>7. In no case shall this insurance cover loss damage liability or expense arising from any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.</p>	<p>Nuclear Exclusion Clause</p>
<p><b>SCOPE OF INSURANCE</b></p>	
<p>8. Each container is covered, including whilst on deck, within the sea and territorial limit specified in the Schedule below. Breach of these limits held covered at a premium to be agreed, subject to prompt notice being given to the Underwriters.</p>	<p>Limits Clause</p>
<p>9. If a container insured hereunder is sold leased or hired to a party not named as an Assured, the insurance of that container shall terminate automatically unless the Underwriters agree in writing to continue the cover. This Clause 9 shall prevail notwithstanding any provision whether written, typed or printed in this insurance inconsistent therewith.</p>	<p>Sale or Hire Clause</p>
<p><b>CANCELLATION</b></p>	
<p>10. This insurance may be cancelled by either the Underwriters or the Assured giving 30 days' notice (such cancellation becoming effective on the expiry of 30 days from midnight of the day on which notice of cancellation is issued by or to the Underwriters).</p>	<p>Cancellation Clause</p>
<p>10.1. In the event of cancellation by the Underwriters, they shall allow pro rata daily net return of premium to the Assured.</p>	
<p>10.2. In the event of cancellation by the Assured, the Underwriters shall allow such return of premium as may be agreed.</p>	
<p><b>ASSIGNMENT</b></p>	
<p>11. No assignment of or interest in this insurance or in any moneys which may be or become payable hereunder is to be binding on or recognised by the Underwriters unless a dated notice of such assignment or interest signed by the Assured, and by the assignor in the case of subsequent assignment, is endorsed on the Policy and the Policy with such endorsement is produced before payment of any claim or return of premium thereunder.</p>	<p>Assignment Clause</p>
<p><b>CLAIMS</b></p>	
<p>12. In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.</p>	<p>Insurable Interest Clause</p>
<p>13. In the event of accident whereby loss or damage may result in a claim under this insurance, prompt notice shall be given to the Underwriters or, if the container is abroad, to the nearest Lloyd's Agent so that a surveyor may be appointed to represent the Underwriters should they so wish.</p>	<p>Notice of Claim Clause</p>
<p>14. 14.1 In ascertaining whether a container is a constructive total loss, the insured value of that container shall be taken as the repaired value and nothing in respect of the damaged or scrap value shall be taken into account.</p>	<p>Constructive Total Loss Clause</p>
<p>14.2. No claim for constructive total loss based upon the cost of recovery and/or repair of a container shall be recoverable hereunder unless such cost would exceed the insured value of that container. In making this determination, only the cost relating to a single accident or sequence of damages arising from the same accident shall be taken into account.</p>	
<p><b>BENEFIT OF INSURANCE</b></p>	
<p>15. This insurance shall not inure to the benefit of any carrier or bailee other than the Assured.</p>	<p>Not to Inure Clause</p>
<p><b>MINIMISING LOSSES</b></p>	
<p>16. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder</p>	<p>Duty of Assured (Sue and Labour) Clause</p>

16.1. to take such measures as may be reasonable for the purpose of averting or minimising such loss, and  
 16.2. to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised  
 and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and  
 reasonably incurred in pursuance of these duties.

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

**IT IS A CONDITION OF THIS INSURANCE THAT EACH CONTAINER BEARS CLEAR MARKS OF IDENTIFICATION.**

SCHEDULE			
Subject-Matter Insured			Sea and Territorial Limits
Type & Size	Identification Mark	Value	(which are deemed to include normal flying routes between points within these Sea and Territorial Limits)
{Response}	{Response}	{Response}	{Response}
			Oversea Vessels
Deductible {Response}			{Response}
OR AS PER SCHEDULE ATTACHED			

1/1/87  
 CL 339

**INSTITUTE WAR AND STRIKES CLAUSES CONTAINERS - TIME**

This insurance is subject to English law and practice

**RISKS COVERED**

1. This insurance covers, except as provided in Clause 5 below, loss of or damage to the subject-matter insured caused by Risks Clause  
 1.1. war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power  
 1.2. capture seizure arrest restraint or detainment, and the consequences thereof or any attempt thereat  
 1.3. derelict mines torpedoes bombs or other derelict weapons of war  
 1.4. strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions  
 1.5. any terrorist or any person acting from a political motive  
 1.6. confiscation or expropriation.

2. This insurance covers general average salvage and salvage charges, adjusted or determined according to the contract of General Average Clause  
 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.

For the purpose of claims for general average contribution salvage and salvage charges recoverable hereunder the subject-matter insured shall be deemed to be insured for its full contributory value.

**INCORPORATION**

3. The Institute Container Clauses - Time 1/1/87, except Clauses 1, 2, 4, 5, 6, 7, 8, 9 and 11, are deemed to be incorporated Incorporation Clause  
 into this insurance in so far as they do not conflict with the provisions of these clauses.

**DETAINMENT**

4. In the event that the container shall have been the subject of capture seizure arrest restraint detainment confiscation or Detainment Clause  
 expropriation, and the Assured shall thereby have lost the free use and disposal of the container for a continuous period of 12 months then for the purpose of ascertaining whether the container is a Constructive Total Loss the Assured shall be deemed to have been deprived of the possession of the container without any likelihood of recovery.

## EXCLUSIONS

5. This insurance excludes
- 5.1. loss damage liability or expense arising from
    - 5.1.1. any detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter, hereinafter called a nuclear weapon of war
    - 5.1.2. the outbreak of war (whether there be a declaration of war or not) between any of the following countries: United Kingdom, United States of America, France, the Union of Soviet Socialist Republics, the People's Republic of China
    - 5.1.3. requisition or pre-emption
    - 5.1.4. capture seizure arrest restraint detainment confiscation or expropriation by or under the order of the government or any public or local authority of the country where the Assured have their principal place of business
    - 5.1.5. arrest restraint detainment confiscation or expropriation under quarantine regulations or by reason of infringement of any customs or trading regulations
    - 5.1.6. the operation of ordinary judicial process, failure to provide security or to pay any fine or penalty or any financial cause
    - 5.1.7. piracy (but this exclusion shall not affect cover under Clause 1.4),
  - 5.2. loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion,
  - 5.3. loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above),
  - 5.4. loss damage or expense arising from insolvency or financial default,
  - 5.5. loss damage liability or expense covered by the Institute Container Clauses - Time 1/1/87 or which would be recoverable thereunder but for Clause 15.1 thereof,
  - 5.6. any claim for any sum recoverable under any other insurance on the container or which would be recoverable under such insurance but for the existence of this insurance.

General Exclusion  
Clause

## SCOPE OF INSURANCE

6. 6.1 Except as provided in Clauses 6.2 and 6.3 below, the subject-matter insured is covered only whilst on board an oversea vessel (including whilst on deck) or on board an aircraft, within the sea and territorial limits specified in the Schedule below.
- 6.2. The insurance against the risk of mines and derelict torpedoes, floating or submerged, is extended whilst the container is on board any vessel or craft.
- 6.3. The insurance against the risks covered under Clauses 1.4 and 1.5 is extended whilst the container is on board any vessel or craft or whilst ashore, including loading and unloading, except where the loss or damage arises from war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.
- 6.4. This insurance excludes loss damage liability or expense arising whilst the container is not on board an aircraft or oversea vessel, except as provided in Clauses 6.2 and 6.3 above.  
(For the purpose of this Clause 6 an "oversea vessel" shall be deemed to mean a vessel carrying the container from one port or place to another where such voyage involves a sea passage by that vessel.)  
Anything contained in this insurance which is inconsistent with Clause 6.4 shall to the extent of such inconsistency be null and void.

Limits Clause

## TERMINATION

7. 7.1 This insurance may be cancelled by either the Underwriters or the Assured giving 7 days notice (such cancellation becoming effective on the expiry of 7 days from midnight of the day on which notice of cancellation is issued by or to the Underwriters). The Underwriters agree however to reinstate this insurance subject to agreement between the Underwriters and the Assured prior to the expiry of such notice of cancellation as to new rate of premium and/or conditions and/or warranties.
- 7.2. Whether or not such notice of cancellation has been given this insurance shall TERMINATE AUTOMATICALLY
- 7.2.1. upon the occurrence of any hostile detonation of any nuclear weapon of war as defined in Clause 5. 1. 1 wheresoever or whensoever such detonation may occur and whether or not the container may be involved
  - 7.2.2. upon the outbreak of war (whether there a be a declaration of war or not) between any of the following countries: United Kingdom, United States of America, France, the Union of Soviet Socialist Republics, the People's Republic of China
  - 7.2.3. in the event of the container being requisitioned, either for title or use.

Termination  
Clause

7.3. In the event either of cancellation by notice or of automatic termination of this insurance by reason of the operation of this Clause 7, or of the sale of the container, pro rata net return of premium shall be payable to the Assured.  
 This insurance shall not become effective if, subsequent to its acceptance by the Underwriters and prior to the intended time of its attachment, there has occurred any event which would have automatically terminated this insurance under the provisions of Clause 7 above.

**IT IS A CONDITION OF THIS INSURANCE THAT EACH CONTAINER BEARS CLEAR MARKS OF IDENTIFICATION.**

SCHEDULE			
Subject-Matter Insured			Sea and Territorial Limits
Type & Size	Identification Mark	Value	(which are deemed to include normal flying routes between points within these Sea and Territorial Limits)
{Response}	{Response}	{Response}	{Response}
			Oversea Vessels
Deductible {Response}			{Response}
OR AS PER SCHEDULE ATTACHED			

1/1/87  
 CL340

**INSTITUTE FOSFA TRADES CLAUSES (A)**  
**Agreed with The Federation of Oils, Seeds and Fats Associations**

**RISKS COVERED**

- 1. This insurance covers all risks of loss of or damage to the subject-matter insured except as provided in Clauses 4, 5, 6 and 7 below. Risks Clause
- 2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance. General Average Clause
- 3. This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim. "Both to Blame Collision" Clause

**EXCLUSIONS**

- 4. In no case shall this insurance cover General Exclusions Clause
    - 4.1. loss damage or expense attributable to wilful misconduct of the Assured
    - 4.2. ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
    - 4.3. loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
    - 4.4. loss damage or expense caused by inherent vice or nature of the subject-matter insured
    - 4.5. loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
    - 4.6. loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage
- This exclusion shall not apply where this insurance has been

assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract

4.7. loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

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

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

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

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

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

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

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.

**DURATION**

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

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

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

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

8.1.2.2. for allocation or distribution, or

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

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

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

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

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

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

Unseaworthiness and Unfitness Exclusion Clause

War Exclusion Clause

Strikes Exclusion Clause

Transit Clause

Termination of Contract of Carriage Clause



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

**CLAIMS**

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

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

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

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

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

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

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

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

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

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

**BENEFIT OF INSURANCE**

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

**MINIMISING LOSSES**

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

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

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.

1/7/85  
CL313

**INSTITUTE FOSFA TRADES CLAUSES (B)**  
**Agreed with The Federation of Oils, Seeds and Fats Associations**

**RISKS COVERED**

- 1. This insurance covers, except as provided in Clauses 4, 5, 6 and 7 below,
  - 1.1. loss of or damage to the subject-matter insured reasonably attributable to
    - 1.1.1. fire or explosion
    - 1.1.2. vessel or craft being stranded grounded sunk or capsized
    - 1.1.3. overturning or derailment of land conveyance
    - 1.1.4. collision or contact of vessel craft or conveyance with any external object other than water
    - 1.1.5. discharge of cargo at a port of distress
    - 1.1.6. earthquake volcanic eruption or lightning,
  - 1.2. loss of or damage to the subject-matter insured caused by
    - 1.2.1. general average sacrifice
    - 1.2.2. jettison or washing overboard
    - 1.2.3. entry of sea lake or river water into vessel craft hold conveyance container liftvan or place of storage,
  - 1.3. total loss of any package lost overboard or dropped whilst loading on to, or unloading from, vessel or craft.
- 2. 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
  - 4.5. loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
  - 4.6. loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage  
This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract
  - 4.7. deliberate damage to or deliberate destruction of the subject matter insured or any part thereof by the wrongful act of any person or persons
  - 4.8. loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

General Exclusions Clause



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

**CLAIMS**

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

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

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

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

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

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

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

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

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

**BENEFIT OF INSURANCE**

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

**MINIMISING LOSSES**

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

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.

1/7/85  
CL314

**INSTITUTE FOSFA TRADES CLAUSES (C)**

**Agreed with The Federation of Oils, Seeds and Fats Associations**

**RISKS COVERED**

- 1. This insurance covers, except as provided in Clauses 4, 5, 6 and 7 below, Risks Clause
  - 1.1. loss of or damage to the subject-matter insured reasonably attributable to
    - 1.1.1. fire or explosion
    - 1.1.2. vessel or craft being stranded grounded sunk or capsized
    - 1.1.3. overturning or derailment of land conveyance
    - 1.1.4. collision or contact of vessel craft or conveyance with any external object other than water
    - 1.1.5. discharge of cargo at a port of distress,
  - 1.2. loss of or damage to the subject-matter insured caused by
    - 1.2.1. general average sacrifice
    - 1.2.2. jettison.
- 2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance. General Average Clause
- 3. This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim. "Both to Blame Collision" Clause

**EXCLUSIONS**

- 4. In no case shall this insurance cover General Exclusions Clause
  - 4.1. loss damage or expense attributable to wilful misconduct of the Assured
  - 4.2. ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 4.3. loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
  - 4.4. loss damage or expense caused by inherent vice or nature of the subject-matter insured
  - 4.5. loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
  - 4.6. loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage

This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract

  - 4.7. deliberate damage to or deliberate destruction of the subject matter insured or any part thereof by the wrongful act of any person or persons
  - 4.8. loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- 5 Unseaworthiness and Unfitness Exclusion Clause
  - 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 liftvan or land conveyance for the safe carriage of the subject-matter insured, where loading therein is carried out prior to attachment of this insurance or by the Assured or their servants.



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

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

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

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

War Exclusion Clause

6.2. capture seizure arrest restraint or detention, 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.

Strikes Exclusion Clause

### DURATION

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

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

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

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

8.1.2.2. for allocation or distribution,

or

8.1.3. on the expiry of 60 days after completion of discharge overseas of the goods hereby 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 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 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,

or

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

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

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.

Insurable Interest Clause



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

Forwarding Charges Clause

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

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

Constructive Total Loss Clause

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

Increased Value Clause

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

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

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

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

#### **BENEFIT OF INSURANCE**

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

Not to Inure Clause

#### **MINIMISING LOSSES**

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

Duty of Assured Clause

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

16.2. to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

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

Waiver Clause

#### **AVOIDANCE OF DELAY**

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

Reasonable Despatch Clause

#### **LAW AND PRACTICE**

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

English Law and Practice Clause

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.

1/7/85  
CL315

**INSTITUTE STRIKES CLAUSES (FOSFA TRADES)**

**Agreed with The Federation of Oils, Seeds and Fats Associations**

**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

General Exclusions Clause

This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract

- 3.7. loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion
- 3.8. any claim based upon loss of or frustration of the voyage or adventure
- 3.9. loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- 3.10. loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.

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

Unseaworthiness and Unfitness Exclusion Clause

**DURATION**

- 5
  - 5.1. This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either
    - 5.1.1. on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein,
    - 5.1.2. on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either
      - 5.1.2.1. for storage other than in the ordinary course of transit or
      - 5.1.2.2 for allocation or distribution,

Transit Clause

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

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

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

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

Termination of Contract of Carriage Clause

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

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

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

Change of Voyage Clause

#### CLAIMS

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

Insurable Interest Clause

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

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

Increased Value Clause

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

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

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

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

#### BENEFIT OF INSURANCE

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

Not to Inure Clause

#### MINIMISING LOSSES

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

Duty of Assured Clause

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

11.2. to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

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

**AVOIDANCE OF DELAY**

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

**LAW AND PRACTICE**

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

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

1/7/85  
CL317

**INSTITUTE WAR CLAUSES (FOSFA TRADES)**

**Agreed with The Federation of Oils, Seeds and Fats Associations**

**RISKS COVERED**

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

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

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

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

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

**EXCLUSIONS**

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

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

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

3.3. loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)

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

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

3.6. loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage

This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract

3.7. any claim based upon loss of or frustration of the voyage or adventure

3.8. loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

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

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 Unseaworthiness and Unfitness Exclusion Clause

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

4.2. Where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract, exclusion 4.1.1 above shall not apply.

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

## DURATION

5 5.1. This insurance

Transit Clause

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

5.1.2. terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that part is discharged from an oversea vessel at the final port or place of discharge,

or

on expiry of 15 days counting from midnight of the day of arrival of the vessel at the final port or place of discharge, whichever shall first occur;

nevertheless,

subject to prompt notice to the Underwriters and to an additional premium, such insurance

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

and

5.1.4. terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that part is thereafter discharged from the vessel at the final (or substituted) port or place of discharge,

or

on expiry of 15 days counting from midnight of the day of re-arrival of the vessel at the final port or place of discharge or arrival of the vessel at a substituted port or place of discharge, whichever shall first occur.

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

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

or

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

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

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

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

thereafter such insurance terminates in accordance with 5.1.4.

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

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



(For the purpose of Clause 5

"arrival" shall be deemed to mean that the vessel is anchored, moored or otherwise secured at a berth or place within the Harbour Authority area. If such a berth or place is not available, arrival is deemed to have occurred when the vessel first anchors, moors or otherwise secures either at or off the intended port or place of discharge

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

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

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.

Change of Voyage Clause

### CLAIMS

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

Insurable Interest Clause

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

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

Increased Value Clause

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

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

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

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

### BENEFIT OF INSURANCE

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

Not to Inure Clause

### MINIMISING LOSSES

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

Duty of Assured Clause

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

11.2. to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

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

Waiver Clause

### AVOIDANCE OF DELAY

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

Reasonable Despatch Clause

### LAW AND PRACTICE

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

English Law and Practice Clause

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

1/7/85

CL316



### **INSTITUTE FOSFA SUPPLEMENTARY CLAUSES (1)**

**(For use in conjunction with Institute FOSFA Trades Clauses (B))**

It is hereby agreed that this insurance shall also include

1. Loss of or damage to the subject-matter insured, due to breakdown or collapse of proper stow in vessel or craft caused by stress of weather, subject always to the exclusions contained in this insurance.
2. Institute Malicious Damage Clause 1/8/82.

1/7/85

CL318

### **INSTITUTE FOSFA SUPPLEMENTARY CLAUSES (2)**

**(For use in conjunction with Institute FOSFA Trades Clauses (C))**

It is hereby agreed that this Insurance shall also include

1. Total Loss of any Package lost overboard or dropped whilst loading on to, or unloading from, vessel or craft, subject always to the exclusions contained in this insurance.
2. Washing overboard of containers, subject always to the exclusion contained in this insurance.
3. Institute Malicious Damage Clause 1/8/82.

1/7/85

C319

### **INSTITUTE FOSFA SUPPLEMENTARY CLAUSE (3)**

**SHIP NAVIGATION & MANAGEMENT**

(For use in conjunction with Institute FOSFA Trades Clauses (B) & (C))

In consideration of an additional premium, it is hereby agreed that this insurance covers, subject always to the exclusions contained in this insurance, loss of or damage to the subject-matter insured, whilst on the ship, caused by error, neglect or default of the carrier or his servants in the navigation or management of the ship, for which they are relieved from liability under the contract of carriage.

1/7/85

CL320

### **INSTITUTE FOSFA SUPPLEMENTARY CLAUSE (4) GRADE CLAUSE**

(For use in conjunction with Institute FOSFA Trade Clauses) Held covered at a premium to be arranged in event of omission or error in description of grade, quality and/or other technical characteristics of the insured commodity, as named in the relevant FOSFA contract

1/7/85

CL 321

### **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

Risks Clause

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.

General Average Clause

"Both to Blame Collision" Clause

**EXCLUSIONS**

4. In no case shall this insurance cover

General Exclusions Clause

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

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

4.3. loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)

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

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

4.6. loss damage or expense 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,

Unseaworthiness and Unfitness Exclusion Clause

unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.

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

War Exclusion Clause

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

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

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

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

Strikes Exclusion Clause

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

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

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

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

**DURATION**

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

Transit Clause

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

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

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

8.1.2.2. for allocation or distribution,

or

8.1.3. on the expiry of 5 days after discharge overseaside of the goods hereby insured from the overseas vessel at the final port of discharge,

whichever shall first occur.

8.2. If, after discharge overseaside from the overseas 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

Termination of Contract of Carriage Clause

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

or

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

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

Change of Voyage Clause

## CLAIMS

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

Insurable Interest Clause

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

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

Forwarding Charges Clause

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

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

Constructive Total Loss Clause

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

Increased Value Clause

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

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

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

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

**BENEFIT OF INSURANCE**

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

**MINIMISING LOSSES**

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

and

16.2. to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

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

**AVOIDANCE OF DELAY**

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

**LAW AND PRACTICE**

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

1/1/86  
 CL263

**INSTITUTE FROZEN FOOD CLAUSES (C)**

**(Excluding Frozen Meat)**

**RISKS COVERED**

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

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

1.1.1. fire or explosion

1.1.2. vessel or craft being stranded grounded sunk or capsized

1.1.3. overturning or derailment of land conveyance

1.1.4. collision or contact of vessel craft or conveyance with any external object other than water

1.1.5. discharge of cargo at a port of distress,

1.2. loss of or damage to the subject-matter insured caused by

1.2.1. general average sacrifice

1.2.2. jettison.

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

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

**EXCLUSIONS**

- 4. In no case shall this insurance cover General Exclusions Clause
- 4.1. loss damage or expense attributable to wilful misconduct of the Assured
- 4.2. ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
- 4.3. loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
- 4.4. loss damage or expense caused by inherent vice or nature of the subject-matter insured
- 4.5. loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
- 4.6. loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel
- 4.7. deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons
- 4.8. loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- 4.9. loss damage or expense arising from any failure of the Assured or their servants to take all reasonable precautions to ensure that the subject-matter insured is kept in refrigerated or, where appropriate, properly insulated and cooled space
- 4.10. any loss damage or expense otherwise recoverable hereunder unless prompt notice thereof is given to the Underwriters and, in any event, not later than 30 days after the termination of this insurance.
- 5. Unseaworthiness and Unfitness Exclusion Clause
- 5.1. In no case shall this insurance cover loss damage or expense arising from unseaworthiness of vessel or craft, unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.
- 5.2. The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.
- 6. In no case shall this insurance cover loss damage or expense caused by War Exclusion Clause
- 6.1. war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
- 6.2. capture seizure arrest restraint or detainment and the consequences thereof or any attempt thereat
- 6.3. derelict mines torpedoes bombs or other derelict weapons of war.
- 7. In no case shall this insurance cover loss damage or expense Strikes Exclusion Clause
- 7.1. caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
- 7.2. resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
- 7.3. caused by any terrorist or any person acting from a political motive.

**DURATION**

- 8. Transit Clause
- 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.

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.

Not to Inure Clause

**MINIMISING LOSSES**

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

Duty of Assured Clause



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

16.2. to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

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

**AVOIDANCE OF DELAY**

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

**LAW AND PRACTICE**

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

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

SPECIAL NOTE:- This insurance does not cover loss damage or expense caused by embargo, or by rejection prohibition or detention by the government of the country of import or their agencies or 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.

1/1/86  
CL264

**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 Risks Clause

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

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

**EXCLUSIONS**

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

- 3.1. loss damage or expense attributable to wilful misconduct of the Assured
- 3.2. ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
- 3.3. loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
- 3.4. loss damage or expense caused by inherent vice or nature of the subject-matter insured
- 3.5. loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
- 3.6. loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel
- 3.7. loss damage or expense arising from the absence shortage or withholding of equipment, power, fuel, coolant, refrigerant or labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion

3.8. any claim based upon loss of or frustration of the voyage or adventure  
 3.9. loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter  
 3.10. loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power  
 3.11. any loss damage or expense otherwise recoverable hereunder unless prompt notice thereof is given to the Underwriters and, in any event, not later than 30 days after the termination of this insurance.

4. 4.1. In no case shall this insurance cover loss damage or expense arising from unseaworthiness of vessel or craft, unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.  
 4.2. The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.

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 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.

Transit Clause

6. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 5 above, then this insurance shall also terminate unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either  
 6.1. until the goods are sold and delivered at such port or place or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,  
 or  
 6.2. if the goods are forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 5 above.  
 7. Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.

Termination of Contract of Carriage Clause

Change of Voyage Clause

**CLAIMS**

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

Insurable Interest Clause

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

Increased Value Clause

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

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

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

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

### BENEFIT OF INSURANCE

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

Not to Inure Clause

### MINIMISING LOSSES

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

Duty of Assured Clause

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

11.2. to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

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

Waiver Clause

### AVOIDANCE OF DELAY

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

Reasonable Despatch Clause

### LAW AND PRACTICE

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

English Law and Practice Clause

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

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

1/1/86  
CL265

### FROZEN FOOD EXTENSION CLAUSES

**(For use only with the Institute Frozen Food Clauses (A) 1/1/86)**

Clause 1 and Clauses 4.4 and 4.5 of the attached Institute Frozen Food Clauses (A) 1/1/86 are deemed to be deleted and replaced by:

1. Subject always to the goods being in sound condition at the time of attachment, this insurance covers, except as provided in Clauses 4, 5, 6 and 7 below, loss of, deterioration of, or damage to the subject-matter insured which shall arise during the currency of this insurance.

4. 4.4 loss damage or expense arising from bone taint, salmonella, infection prior to attachment of this insurance, fault in preparation dressing cooling freezing wrapping or packing

4.5 claims arising from loss of market.

Nevertheless, in the absence of prior notice to the Underwriters and agreement of any additional premium required by them, this insurance excludes any claim for deterioration of or damage to the subject-matter insured where the period between the first passing of the goods into a Freezing Chamber and attachment of this insurance exceeds 60 days.

1/1/86

CL334

**INSTITUTE FROZEN MEAT CLAUSES (A)**  
**(not suitable for chilled, cooled or fresh meat)**

**RISKS COVERED**

- 1. This insurance covers all risks of loss of or damage to the subject-matter insured except as provided in Clauses 4, 5, 6 and 7 below. Risks Clause
- 2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance. General Average Clause
- 3. This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim. "Both to Blame Collision" Clause

**EXCLUSIONS**

- 4. In no case shall this insurance cover General Exclusions Clause
  - 4.1. loss damage or expense attributable to wilful misconduct of the Assured
  - 4.2. ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 4.3. loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
  - 4.4. loss damage or expense caused by inherent vice or nature of the subject-matter insured (except loss damage or expense resulting from variation in temperature whilst this insurance is in force)
  - 4.5. loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
  - 4.6. loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract
  - 4.7. loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
  - 4.8. loss damage or expense on shore caused directly or indirectly by earthquake, volcanic eruption and/or fire resulting therefrom
  - 4.9. loss damage or expense arising from any failure of the Assured or their servants to take all reasonable precautions to ensure that the subject-matter insured is kept in refrigerated or, where appropriate, properly insulated and cooled space. Unseaworthiness and Unfitness Exclusion Clause
- 5. 5.1. In no case shall this insurance cover loss damage or expense arising from
  - 5.1.1. unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein
  - 5.1.2. unfitness of container liftvan or land conveyance for the safe carriage of the subject-matter insured, where loading therein is carried out prior to attachment of this insurance or by the Assured or their servants.
- 5.2. Where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract, exclusion 5.1.1 above shall not apply.

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

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

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.

War Exclusion 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 period in 8.3.1 or 8.3.2 above shall terminate the insurance on such goods.

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

8.6. This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or 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.

Transit Clause

DELETE SECTIONS NOT APPLICABLE

Termination of Contract of Carriage Clause



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

**CLAIMS**

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

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

11.3. Prompt notice of any deterioration loss or damage shall be given to Underwriters upon first discovery and any claim for depreciation or damage is conditional upon Underwriters having been given an opportunity to inspect such depreciation or damage before termination of the insurance. Notice of Claim Clause

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

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

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

14. Should the subject-matter insured or any part thereof not be shipped any claim in respect thereto shall be adjusted on the basis of its insured value less, where included, freight, duty and all charges not incurred.

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.

1/1/86  
CL323

**INSTITUTE FROZEN MEAT CLAUSES (A) - 24 Hours Breakdown  
(not suitable for chilled, cooled or fresh 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)

General Exclusions Clause

4.6. loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage

This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract

4.7. loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

4.8. loss damage or expense on shore caused directly or indirectly by earthquake, volcanic eruption and/or fire resulting therefrom

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

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

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

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

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

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

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

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.

Unseaworthiness and Unfitness Exclusion Clause

War Exclusion 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 period in 8.3.1 or 8.3.2 above shall terminate the insurance on such goods.

Transit Clause

DELETE SECTIONS NOT APPLICABLE

8.5. If, after discharge overseas from the overseas 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 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

Termination of Contract of Carriage Clause

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

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

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

Change of Voyage Clause

## CLAIMS

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

Insurable Interest Clause

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

11.3. Prompt notice of any deterioration loss or damage shall be given to Underwriters upon first discovery and any claim for depreciation or damage is conditional upon Underwriters having been given an opportunity to inspect such depreciation or damage before termination of the insurance.

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

Forwarding Charges Clause

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

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

Constructive Total Loss Clause

14. Should the subject-matter insured or any part thereof not be shipped any claim in respect thereto shall be adjusted on the basis of its insured value less, where included, freight, duty and all charges not incurred.

Adjustment Clause

15. 15.1. If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

Increased Value Clause

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

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

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

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

## BENEFIT OF INSURANCE

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

Not to Inure Clause

## MINIMISING LOSSES

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

Duty of Assured Clause

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

1/1/86  
CL324

## INSTITUTE FROZEN MEAT CLAUSES (C) AND 24 HOURS BREAKDOWN (not suitable for chilled, cooled or fresh meat)

### RISKS COVERED

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

Risks Clause

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

1.1.1. fire or explosion

1.1.2. vessel or craft being stranded grounded sunk or capsized

1.1.3. overturning or derailment of land conveyance

1.1.4. collision or contact of vessel craft or conveyance with any external object other than water

1.1.5. discharge of cargo at a port of distress,

1.1.6. breakdown of refrigerating machinery resulting in its stoppage for a period of not less than 24 consecutive hours

1.2. loss of or damage to the subject-matter insured caused by

1.2.1. general average sacrifice

1.2.2. jettison.

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

General Average Clause

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

"Both to Blame Collision" Clause

**EXCLUSIONS**

4. In no case shall this insurance cover
- 4.1. loss damage or expense attributable to wilful misconduct of the Assured
  - 4.2. ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 4.3. loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
  - 4.4. loss damage or expense caused by inherent vice or nature of the subject-matter insured (except loss damage or expense covered under Clause 1.1.6 above)
  - 4.5. loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
  - 4.6. loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage  
This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract
  - 4.7. deliberate damage to or deliberate destruction of the subject matter insured or any part thereof by the wrongful act of any person or persons
  - 4.8. loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
  - 4.9. loss damage or expense on shore caused directly or indirectly by earthquake, volcanic eruption and/or fire resulting therefrom
  - 4.10. loss damage or expense arising from any failure of the Assured or their servants to take all reasonable precautions to ensure that the subject-matter insured is kept in refrigerated or, where appropriate, properly insulated and cooled space.
5. 5.1. In no case shall this insurance cover loss damage or expense arising from
- 5.1.1. unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein
  - 5.1.2. unfitness of container liftvan or land conveyance for the safe carriage of the subject-matter insured, where loading therein is carried out prior to attachment of this insurance or by the Assured or their servants.
- 5.2. Where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract, exclusion 5.1.1 above shall not apply.
- 5.3. The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.
6. In no case shall this insurance cover loss damage or expense caused by
- 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 detention, 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 and Unfitness Exclusion Clause

War Exclusion 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

Transit Clause

DELETE SECTIONS NOT APPLICABLE



8.2. This insurance continues during the ordinary course of transit to and whilst in

8.2.1. cold store at the destination named herein or

8.2.2. any other cold store which the Assured elect to use following discharge of the goods from the oversea vessel at the port of discharge either

8.2.2.1. for storage other than in the ordinary course of transit or

8.2.2.2. for allocation or distribution

8.3. This insurance terminates

8.3.1. for transit to a destination in the Continent of Europe (including Eire and the United Kingdom), U.S.A. or Canada on the expiry of 30 days

8.3.2. for transit to a destination elsewhere on the expiry of 5 days after final discharge of the goods from the oversea vessel at the port of discharge.

8.4. Any disposal of the goods other than by storage as in 8.2.1 or 8.2.2 above (except with the prior consent of the Underwriters) or any removal from cold store before the expiry of the relevant period in 8.3.1 or 8.3.2 above shall terminate the insurance on such goods.

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

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

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

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.

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.

Insurable Interest Clause

Notice of Claim Clause

Forwarding Charges Clause

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



<p>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.</p>	<p>Constructive Total Loss Clause</p>
<p>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.</p>	<p>Adjustment Clause</p>
<p>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.</p>	<p>Increased Value Clause</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>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.</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><b>BENEFIT OF INSURANCE</b></p>	
<p>16. This insurance shall not inure to the benefit of the carrier or other bailee.</p>	<p>Not to Inure Clause</p>
<p><b>MINIMISING LOSSES</b></p>	
<p>17. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder</p>	<p>Duty of Assured Clause</p>
<p>17.1. to take such measures as may be reasonable for the purpose of averting or minimising such loss, and</p>	
<p>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.</p>	
<p>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.</p>	<p>Waiver Clause</p>
<p><b>AVOIDANCE OF DELAY</b></p>	
<p>19. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.</p>	<p>Reasonable Despatch Clause</p>
<p><b>LAW AND PRACTICE</b></p>	
<p>20. This insurance is subject to English law and practice.</p>	<p>English Law and Practice Clause</p>
<p>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.</p>	
<p>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.</p>	
<p>1/1/86 CL325</p>	

**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  | Risks Clause           |
| 1.1. strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions   |                        |
| 1.2. any terrorist or any person acting from a political motive.  |                        |
| 2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these clauses. | General Average Clause |

**EXCLUSIONS**

- |  |                           |
|--|---------------------------|
| 3. In no case shall this insurance cover   | General Exclusions Clause |
| 3.1. loss damage or expense attributable to wilful misconduct of the Assured   |                           |
| 3.2. ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured  |                           |
| 3.3. loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)                                   |                           |
| 3.4. loss damage or expense caused by inherent vice or nature of the subject-matter insured  |                           |
| 3.5. loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)  |                           |
| 3.6. loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage |                           |
| This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract  |                           |
| 3.7. loss damage or expense arising from the absence shortage or withholding of equipment, power, fuel, coolant refrigerant or labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion  |                           |
| 3.8. any claim based upon loss of or frustration of the voyage or adventure  |                           |
| 3.9. loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter  |                           |
| 3.10. loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power  |                           |
| 3.11. loss damage or expense on shore caused directly or indirectly by earthquake, volcanic eruption and/or fire resulting therefrom.  |                           |

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

**DURATION**

- |   |                                |
|---|--------------------------------|
| 5. 5.1. This insurance attaches from the time   | Transit Clause                 |
| 5.1.1. the goods pass into the cooling and/or freezing chambers of the works at the place named herein, provided that the period in such chambers prior to shipment on board the oversea vessel shall not exceed 60 days unless prompt notice be given to the Underwriters and an additional premium paid for each further period of 30 days or part thereof. | DELETE SECTIONS NOT APPLICABLE |
| 5.1.2. the goods are loaded into the conveyance at the freezing works or cold store at the place named herein for the commencement of the transit.  |                                |

5.1.3. of loading of the goods into the oversea vessel.

5.2. This insurance continues during the ordinary course of transit to and whilst in

5.2.1. cold store at the destination named herein or

5.2.2. any other cold store which the Assured elect to use following discharge of the goods from the oversea vessel at the port of discharge either

5.2.2.1. for storage other than in the ordinary course of transit or

5.2.2.2. for allocation or distribution

5.3. This insurance terminates

5.3.1. for transit to a destination in the Continent of Europe (including Eire and the United Kingdom), U.S.A. or Canada on the expiry of 30 days

5.3.2. for transit to a destination elsewhere on the expiry of 5 days after final discharge of the goods from the oversea vessel at the port of discharge.

5.4. Any disposal of the goods other than by storage as in 5.2.1 or 5.2.2 above (except with the prior consent of the Underwriters) or any removal from cold store before the expiry of the relevant period in 5.3.1 or 5.3.2 above shall terminate the insurance on such goods.

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

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

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

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

or

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

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

Termination of Contract of Carriage Clause

Change of Voyage Clause

**CLAIMS**

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

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

8.3. Prompt notice of any deterioration loss or damage shall be given to Underwriters upon first discovery and any claim for depreciation or damage is conditional upon Underwriters having been given an opportunity to inspect such depreciation or damage before termination of the insurance.

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.

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.

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

Insurable Interest Clause

Notice of Claims Clause

Adjustment Clause

Increased Value Clause

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

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

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

**BENEFIT OF INSURANCE**

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

Not to Inure Clause

**MINIMISING LOSSES**

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

Duty of Assured Clause

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

12.2. to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

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

Waiver Clause

**AVOIDANCE OF DELAY**

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

Reasonable Despatch Clause

**LAW AND PRACTICE**

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

English Law and Practice Clause

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

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

1/1/86  
CL326

**IMTA FROZEN MEAT EXTENSION CLAUSES**

(For use only with the Institute Frozen Meat Clauses (A) 1/1/86)

Clause 1 and Clauses 4.4 and 4.5 of the attached Institute Frozen Meat Clauses (A) 1/1/86 are deemed to be deleted and replaced by:

1. Subject always to the goods being in sound condition at the time of attachment, this insurance covers, except as provided in Clauses 4, 5, 6 and 7 below, loss of, deterioration of, or damage to the subject-matter insured which shall arise during the currency of this insurance.

4. 4.4 loss, damage or expense arising from bone taint, salmonella, infection prior to attachment of this insurance, fault in preparation, dressing, cooling, freezing, wrapping or packing

4.5 claims arising from loss of market

Nevertheless, in the absence of prior notice to the Underwriters and agreement of any additional premium required by them, this insurance excludes any claim for deterioration of or damage to the subject-matter insured where the period in freezing works and in any cold store, before loading into the conveyance for commencement of the transit, exceeds 60 days.

1/1/86  
CL327

## INSTITUTE JUTE CLAUSES

### RISKS COVERED

- |  |                                  |
|--|----------------------------------|
| 1. This insurance covers, except as provided in Clauses 4, 5, 6 and 7 below,   | Risks Clause                     |
| 1.1. loss of or damage to the subject-matter insured reasonably attributable to  |                                  |
| 1.1.1. fire or explosion   |                                  |
| 1.1.2. vessel or craft being stranded grounded sunk or capsized  |                                  |
| 1.1.3. overturning or derailment of land conveyance  |                                  |
| 1.1.4. collision or contact of vessel craft or conveyance with any external object other than water  |                                  |
| 1.1.5. discharge of cargo at a port of distress,   |                                  |
| 1.2. loss of or damage to the subject-matter insured caused by   |                                  |
| 1.2.1. general average sacrifice   |                                  |
| 1.2.2. jettison or washing overboard   |                                  |
| 1.2.3. entry of sea lake or river water into vessel craft hold conveyance container liftvan or place of storage,   |                                  |
| 1.3. total loss of any package lost overboard or dropped whilst loading on to, or unloading from, vessel or craft.   |                                  |
| 2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance.   | General Average Clause           |
| 3. This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim. | "Both to Blame Collision" Clause |

### EXCLUSIONS

- |   |  |
|---|--|
| 4. In no case shall this insurance cover  | General Exclusions Clause                      |
| 4.1. loss damage or expense attributable to wilful misconduct of the Assured  |  |
| 4.2. ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured   |  |
| 4.3. loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)  |  |
| 4.4. loss damage or expense caused by inherent vice or nature of the subject-matter insured   |  |
| 4.5. loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)   |  |
| 4.6. loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage<br>This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract |  |
| 4.7. loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.  |  |
| 5   |  |
| 5.1. In no case shall this insurance cover loss damage or expense arising from  | Unseaworthiness and Unfitness Exclusion Clause |
| 5.1.1. unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein   |  |
| 5.1.2. unfitness of container liftvan or land conveyance for the safe carriage of the subject-matter insured, where loading therein is carried out prior to attachment of this insurance or by the Assured or their servants.   |  |
| 5.2. Where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract, exclusion 5.1.1 above shall not apply.   |  |
| 5.3. The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.   |  |
| 6. In no case shall this insurance cover loss damage or expense caused by   | War Exclusion Clause                           |
| 6.1. war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power   |  |



- 6.2. capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat
- 6.3. derelict mines torpedoes bombs or other derelict weapons of war.
- 7. In no case shall this insurance cover loss damage or expense Strikes
- 7.1. caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions Exclusion Clause
- 7.2. resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
- 7.3. caused by any terrorist or any person acting from a political motive.

**DURATION**

- 8 8.1. This insurance attaches from the time the goods are loaded on board the oversea vessel at the port or place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either Transit Clause
  - 8.1.1. on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein,
  - 8.1.2. on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either
    - 8.1.2.1. for storage other than in the ordinary course of transit or
    - 8.1.2.2. for allocation or distribution, or
  - 8.1.3. on the expiry of 30 days after completion of discharge oversea of the goods hereby insured from the oversea vessel at the final port of discharge, whichever shall first occur.
- 8.2. If, after discharge oversea from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.
- 8.3. This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.
- 9. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 8 above, then this insurance shall also terminate unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either Termination of Contract of Carriage Clause
  - 9.1. until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 15 days after arrival of the goods hereby insured at such port or place, whichever shall first occur, or
  - 9.2. if the goods are forwarded within the said period of 15 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.
- 10. Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters. Change of Voyage Clause

**CLAIMS**

- 11 11.1. In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss. Insurable Interest Clause
  - 11.2. Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.
  - 12. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder. Forwarding Charges Clause
- This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.



<p>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.</p>	<p>Constructive Total Loss Clause</p>
<p>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.</p>	<p>Increased Value Clause</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>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.</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><b>BENEFIT OF INSURANCE</b></p>	
<p>15. This insurance shall not inure to the benefit of the carrier or other bailee.</p>	<p>Not to Inure Clause</p>
<p><b>MINIMISING LOSSES</b></p>	
<p>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</p>	<p>Duty of Assured Clause</p>
<p>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.</p>	
<p>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.</p>	<p>Waiver Clause</p>
<p><b>AVOIDANCE OF DELAY</b></p>	
<p>18. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.</p>	<p>Reasonable Despatch Clause</p>
<p><b>LAW AND PRACTICE</b></p>	
<p>19. This insurance is subject to English law and practice.</p>	<p>English Law and Practice Clause</p>
<p>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.</p>	

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**INSTITUTE STRIKES CLAUSES (JUTE)**  
**RISKS COVERED**

<p>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.</p>	<p>Risks Clause</p>
<p>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.</p>	<p>General Average Clause</p>

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

3.3. loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)

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

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

3.6. loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage

This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract

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

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

3.9. loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

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

General Exclusions Clause

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.

Unseaworthiness and Unfitness Exclusion Clause

**DURATION**

5 5.1. This insurance attaches from the time the goods are loaded on board the oversea vessel at the port or place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either

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

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

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

5.1.2.2. for allocation or distribution, or

5.1.3. on the expiry of 30 days after completion of discharge oversee of the goods hereby insured from the oversea vessel at the final port of discharge, whichever shall first occur.

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

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

Transit Clause

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

6.1. until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 15 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,  
or

6.2. if the goods are forwarded within the said period of 15 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 5 above.

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

### CLAIMS

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

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

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

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

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

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

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

### BENEFIT OF INSURANCE

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

### MINIMISING LOSSES

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

11.2. to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

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

### AVOIDANCE OF DELAY

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

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**(FOR USE ONLY WITH THE NEW MARINE POLICY FORM)**  
**INSTITUTE MALICIOUS DAMAGE CLAUSE**

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

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**INSTITUTE NATURAL RUBBER CLAUSES**  
**(excluding Liquid Latex)**

**RISKS COVERED**

1. This insurance covers, except as provided in Clauses 4, 5, 6 and 7 below,
  - 1.1. loss of or damage to the subject-matter insured reasonably attributable to
    - 1.1.1. fire or explosion
    - 1.1.2. vessel or craft being stranded grounded sunk or capsized
    - 1.1.3. overturning or derailment of land conveyance
    - 1.1.4. collision or contact of vessel craft or conveyance with any external object other than water
    - 1.1.5. discharge of cargo at a port of distress
    - 1.1.6. earthquake volcanic eruption or lightning,
  - 1.2. loss of or damage to the subject-matter insured caused by
    - 1.2.1. general average sacrifice
    - 1.2.2. jettison or washing overboard
    - 1.2.3. water or condensation
    - 1.2.4. hooks, spillings or leakage of any substance or liquid, other cargo (excluding rubber), or moisture from wet or damp dunnage
    - 1.2.5. theft pilferage or non-delivery.
2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance.
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 loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 4.3. loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
  - 4.4. loss damage or expense caused by inherent vice or nature of the subject-matter insured
  - 4.5. loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)

General Exclusions Clause

4.6. loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage

This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract

4.7. loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

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

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

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

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

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

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

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.

**DURATION**

8 8.1. This insurance attaches from the time the goods leave the warehouse or place of storage at the port of shipment named herein for the commencement of the transit and continues during the ordinary course of transit until the goods are delivered to a warehouse or place of storage at the port of destination named herein and, provided it is not a manufacturer's warehouse or place of storage, whilst there for a period not exceeding 30 days.

8.2. If the goods are to be forwarded to a place outside the limits of the said port of destination the insurance continues until the goods are loaded on to a vessel, craft or conveyance or until the expiry of 30 days from midnight of the day on which the discharge overside of the insured goods from the oversea vessel at the said port of destination is completed, whichever shall first occur.

8.3. By giving notice to the Underwriters before the insurance ceases the Assured may obtain an extension at a premium to be arranged to cover the goods beyond the limits in 8.1 and 8.2 above.

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

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

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

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

Unseaworthiness and Unfitness Exclusion Clause

War Exclusion Clause

Strikes Exclusion Clause

Transit Clause

Termination of Contract of Carriage Clause



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

**CLAIMS**

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

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

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

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

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

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

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

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

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

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

15. In the event of a dispute between the Assured and the Underwriters' Surveyors as to the extent of the depreciation to be allowed on damaged rubber, samples shall be drawn by recognised samplers and forwarded together with the Survey Report to the Rubber Trade Association of London whose award shall be final and binding on all parties so far as concerns the extent of depreciation. Arbitration Clause

**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.

1/1/84  
CL292

## INSTITUTE STRIKES CLAUSES (NATURAL RUBBER) (excluding Liquid Latex)

### RISKS COVERED

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

Risks Clause

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

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

General Average Clause

### EXCLUSIONS

3. In no case shall this insurance cover

General Exclusions Clause

- 3.1. loss damage or expense attributable to wilful misconduct of the Assured
- 3.2. ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
- 3.3. loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
- 3.4. loss damage or expense caused by inherent vice or nature of the subject-matter insured
- 3.5. loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
- 3.6. loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage.  
This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract
- 3.7. loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion
- 3.8. any claim based upon loss of or frustration of the voyage or adventure
- 3.9. loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- 3.10. loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.

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

Unseaworthiness and Unfitness Exclusion Clause

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

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

4.2. Where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract, exclusion 4.1.1 above shall not apply.

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

**DURATION**

5 5.1. This insurance attaches from the time the goods leave the warehouse or place of storage at the port of shipment named herein for the commencement of the transit and continues during the ordinary course of transit until the goods are delivered to a warehouse or place of storage at the port of destination named herein and, provided it is not a manufacturer's warehouse or place of storage, whilst there for a period not exceeding 30 days. Transit Clause

5.2. If the goods are to be forwarded to a place outside the limits of the said port of destination the insurance continues until the goods are loaded on to a vessel, craft or conveyance or until the expiry of 30 days from midnight of the day on which the discharge overseas of the insured goods from the overseas vessel at the said port of destination is completed, whichever shall first occur.

5.3. By giving notice to the Underwriters before the insurance ceases the Assured may obtain an extension at a premium to be arranged to cover the goods beyond the limits in 5.1 and 5.2 above.

5.4. This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 6 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or 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.

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

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

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

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

**CLAIMS**

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

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

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

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

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

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

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

**BENEFIT OF INSURANCE**

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

**MINIMISING LOSSES**

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

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

11.2. to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

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

#### **AVOIDANCE OF DELAY**

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

#### **LAW AND PRACTICE**

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

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

1/1/84  
CL293

#### **INSTITUTE RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE**

**This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith**

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

1.1. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

1.2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof

1.3. any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

1/10/90  
CL356

#### **INSTITUTE REPLACEMENT CLAUSE**

In the event of loss of or damage to any part or parts of an insured machine caused by a peril covered by the Policy the sum recoverable shall not exceed the cost of replacement or repair of such part or parts plus charges for forwarding and refitting, if incurred, but excluding duty unless the full duty is included in the amount insured, in which case loss, if any, sustained by payment of additional duty shall also be recoverable.

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

1/1/34  
CL161

#### **INSTITUTE STANDARD CONDITIONS FOR CARGO CONTRACTS**

1. This contract is to insure the subject-matter specified for the transits and on the conditions named shipped by or for account of {Response} or the insurance of which is under their control as selling or purchasing agent unless insured elsewhere prior to inception of this contract or to insurable interest being acquired.

This contract does not cover the interest of any other person, but this shall not prevent a transfer of the insurance by the Assured or Assignee.

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

3 3.1. This contract is for an open amount but the amount declarable may not exceed the sum of {Response} in respect of any one vessel, aircraft or conveyance.

3.2. Should this contract be expressed in the form of a floating policy the total amount declarable hereunder may not exceed {Response} subject always to the provisions of clause 3.1 above.

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

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

6. This contract is subject to the Institute Classification Clause.

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

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

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

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

1/4/82  
CL261

**INSTITUTE STRIKES CLAUSES (AIR CARGO)**  
**RISKS COVERED**

- 1. This insurance covers, except as provided in Clause 2 below, loss of or damage to the subject-matter insured caused by
  - 1.1. strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
  - 1.2. any terrorist or any person acting from a political motive.

Risks Clause

**EXCLUSIONS**

- 2. In no case shall this insurance cover
  - 2.1. loss damage or expense attributable to wilful misconduct of the Assured
  - 2.2. ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 2.3. loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 2.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
  - 2.4. loss damage or expense caused by inherent vice or nature of the subject-matter insured
  - 2.5. loss damage or expense arising from unfitness of aircraft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unfitness at the time the subject-matter insured is loaded therein
  - 2.6. loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against
  - 2.7. loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the aircraft

General Exclusions Clause

- 2.8. loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion
- 2.9. any claim based upon loss of or frustration of the voyage or adventure
- 2.10. loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- 2.11. loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.

**DURATION**

- 3. 3.1. This insurance attaches from the time the subject-matter insured leaves the warehouse, premises or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either Transit Clause
  - 3.1.1. on delivery to the Consignees' or other final warehouse, premises or place of storage at the destination named herein
  - 3.1.2. on delivery to any other warehouse, premises or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either
    - 3.1.2.1. for storage other than in the ordinary course of transit or
    - 3.1.2.2. for allocation or distribution or
  - 3.1.3. on the expiry of 30 days after unloading the subject matter insured from the aircraft at the final place of discharge, whichever shall first occur.
- 3.2. If, after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is forwarded to a destination other than that to which it is insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.
- 3.3. This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 4 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to the air carriers under the contract of carriage.
- 4. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a place other than the destination named therein or the transit is otherwise terminated before delivery of the subject-matter insured as provided for in Clause 3 above, then this insurance shall also terminate unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either Termination of Contract of Carriage Clause
  - 4.1. until the subject-matter is sold and delivered at such place or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the subject-matter hereby insured at such place, whichever shall first occur, or
  - 4.2. if the subject-matter is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 3 above.
- 5. Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters. Change of Transit Clause

**CLAIMS**

- 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. Insurable Interest Clause
  - 6.2. Subject to 6.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.
  - 7. 7.1. If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. Increased Value Clause
- In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.
- 7.2. Where this insurance is on Increased Value the following clause shall apply:

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

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

**BENEFIT OF INSURANCE**

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

Not to Inure Clause

**MINIMISING LOSSES**

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

Duty of Assured Clause

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

9.2. to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

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

Waiver Clause

**AVOIDANCE OF DELAY**

11. 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**

12. 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.

1/1/82  
CL260

**INSTITUTE STRIKES CLAUSES (TIMBER TRADE FEDERATION)**

Agreed with the Timber Trade Federation

**RISKS COVERED**

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

Risks Clause

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

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

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

General Average Clause

**EXCLUSIONS**

3. In no case shall this insurance cover

General Exclusions Clause

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

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

3.3. loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)

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



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

3.6. loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage.

This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract

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

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

3.9. loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

3.10. loss damage or expense caused by war civil war revolution rebellion 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 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.

Unseaworthiness  
and Unfitness  
Exclusion Clause

## DURATION

5. 5.1. This insurance attaches on or after the loading of the goods insured hereunder on land and/or water conveyances or their floating at the mill, warehouse, factory, yard or premises wheresoever, from which the despatch to the oversea vessel is made, continues during the ordinary course of transit and terminates either

5.1.1. on delivery of the goods by land or water into the mill, warehouse, factory, yard or premises at their final destination, whether at the port of discharge of the oversea vessel or (further sea voyage excepted) elsewhere, and are there made available to the Assured or Receivers

5.1.2. on delivery to any other warehouse or place of storage which the Assured elect to use for storage other than in the ordinary course of transit

or

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

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

5.3. Each bill of lading to be deemed a separate insurance if required by the Assured at any time.

5.4. The provisions of Clause 5 shall apply notwithstanding that the description of the voyage contained in the body of the policy may state only the ports and places of shipment and discharge.

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

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

Transit Clause

Termination of  
Contract of  
Carriage Clause

or

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

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

Change of Voyage Clause

**CLAIMS**

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

Insurable Interest Clause

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

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

Increased Value Clause

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

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

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

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

**BENEFIT OF INSURANCE**

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

Not to Inure Clause

**MINIMISING LOSSES**

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

Duty of Assured Clause

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

11.2. to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

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

Waiver Clause

**AVOIDANCE OF DELAY**

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

Reasonable Despatch Clause

**LAW AND PRACTICE**

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

English Law and Practice Clause

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

1/4/86  
CL336

## INSTITUTE THEFT, PILFERAGE AND NON-DELIVERY CLAUSE

(For use only with Institute Clauses)

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

1/12/82

CL272

## INSTITUTE WAR CLAUSES

(sendings by Post)

### RISKS COVERED

1. This insurance covers, except as provided in Clause 3 below, loss of or damage to the subject-matter insured caused by
  - 1.1. war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
  - 1.2. capture seizure arrest restraint or detainment, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat
  - 1.3. derelict mines torpedoes bombs or other derelict weapons of war.
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. any claim based upon loss of or frustration of the voyage or adventure
  - 3.7. loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

General Exclusions Clause

### DURATION

4. This insurance attaches only as the subject-matter insured and as to any part as that part leaves the premises of the senders at the place named in the insurance for the commencement of the transit and continues, but with the exclusion of any period during which the subject-matter is in packers' premises, until the subject-matter insured and as to any part as that part is delivered to the address on the postal package(s) when this insurance shall terminate.
5. Anything contained in this contract which is inconsistent with Clauses 3.6, 3.7 or 4 shall, to the extent of such inconsistency, be null and void.

Transit Clause

### CLAIMS

6.
  - 6.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.
  - 6.2 Subject to 6.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

Insurable Interest Clause

### MINIMISING LOSSES

7. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder
- 7.1. to take such measures as may be reasonable for the purpose of averting or minimising such loss, and
- 7.2. to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.
8. Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.
- Duty of Assured Clause
- Waiver Clause

### AVOIDANCE OF DELAY

9. 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

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

1/1/82  
CL257

### INSTITUTE TIMBER TRADE FEDERATION CLAUSES

#### Agreed with the Timber Trade Federation

### RISKS COVERED

1. Cargo whilst stowed on deck
- Risks Clause
- 1.1. This insurance covers, except as provided in Clauses 4, 5, 6 and 7 below,
- 1.1.1. loss of or damage to the subject-matter insured whilst stowed on deck of the overseas vessel, or any part or item thereof whilst so stowed, reasonably attributable to
- 1.1.1.1. fire or explosion
- 1.1.1.2. vessel being stranded grounded sunk or capsized
- 1.1.1.3. collision or contact of vessel with any external object other than water
- 1.1.1.4. discharge of cargo at a port of distress,
- 1.1.2. loss of or damage to the subject-matter insured whilst stowed on deck of the overseas vessel, or any part or item thereof whilst so stowed, caused by
- 1.1.2.1. general average sacrifice
- 1.1.2.2. jettison or washing overboard
- 1.1.2.3. theft or non-delivery
- 1.1.2.4. malicious act.

### Cargo whilst not stowed on deck

- 1.2. This insurance covers all risks of loss of or damage to the subject matter insured excluding any part or item thereof whilst stowed on deck on the overseas vessel, except as provided in Clauses 4, 5, 6 and 7 below. Subject-matter insured or any part or item thereof stowed in poop, forecastle, deck house, shelter deck, other enclosed space, or in a container, shall be deemed to be the subject-matter insured not stowed on deck.
2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance.
- General Average Clause
3. This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim.
- "Both to Blame Collision" Clause

**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

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

4.6. loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage

General Exclusions Clause

This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract

4.7. loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

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 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.

Unseaworthiness and Unfitness Exclusion Clause

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

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

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

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

War Exclusion Clause

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.

Strikes Exclusion Clause

**DURATION**

8. 8.1. This insurance attaches on or after the loading of the goods insured hereunder on land and/or water conveyances or their floating at the mill, warehouse, factory, yard or premises wheresoever, from which the despatch to the oversea vessel is made, continues during the ordinary course of transit and terminates either

Transit Clause

8.1.1. on delivery of the goods by land or water into the mill, warehouse, factory, yard or premises at their final destination, whether at the port of discharge of the oversea vessel or (further sea voyage excepted) elsewhere, and are there made available to the Assured or Receivers

8.1.2. on delivery to any other warehouse or place of storage which the Assured elect to use for storage other than in the ordinary course of transit

or

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

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

8.3. Each bill of lading to be deemed a separate insurance if required by the Assured at any time.	Termination of Contract of Carriage Clause
8.4. The provisions of Clause 8 shall apply notwithstanding that the description of the voyage in the body of the policy may state only the ports and places of shipment and discharge.	
9. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 8 above, then this insurance shall also terminate unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters either	
9.1. until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,	
or	
9.2. if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination until terminated in accordance with the provisions of Clause 8 above.	
10. Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.	Change of Voyage Clause
<b>CLAIMS</b>	
11. 11.1. In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.	Insurable Interest Clause
11.2. Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.	
12. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder.	Forwarding Charges Clause
This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.	
13. No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival.	Construction Total Loss Clause
14. 14.1. If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.	Increased Value Clause
In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.	
14.2. Where this insurance is on Increased Value the following clause shall apply: The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.	
In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.	
<b>BENEFIT OF INSURANCE</b>	
15. This insurance shall not inure to the benefit of the carrier or other bailee.	Not to Inure Clause
<b>MINIMISING LOSSES</b>	
16. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder	Duty of Assured Clause
16.1. to take such measures as may be reasonable for the purpose of averting or minimising such loss, and	



16.2. to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

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

**AVOIDANCE OF DELAY**

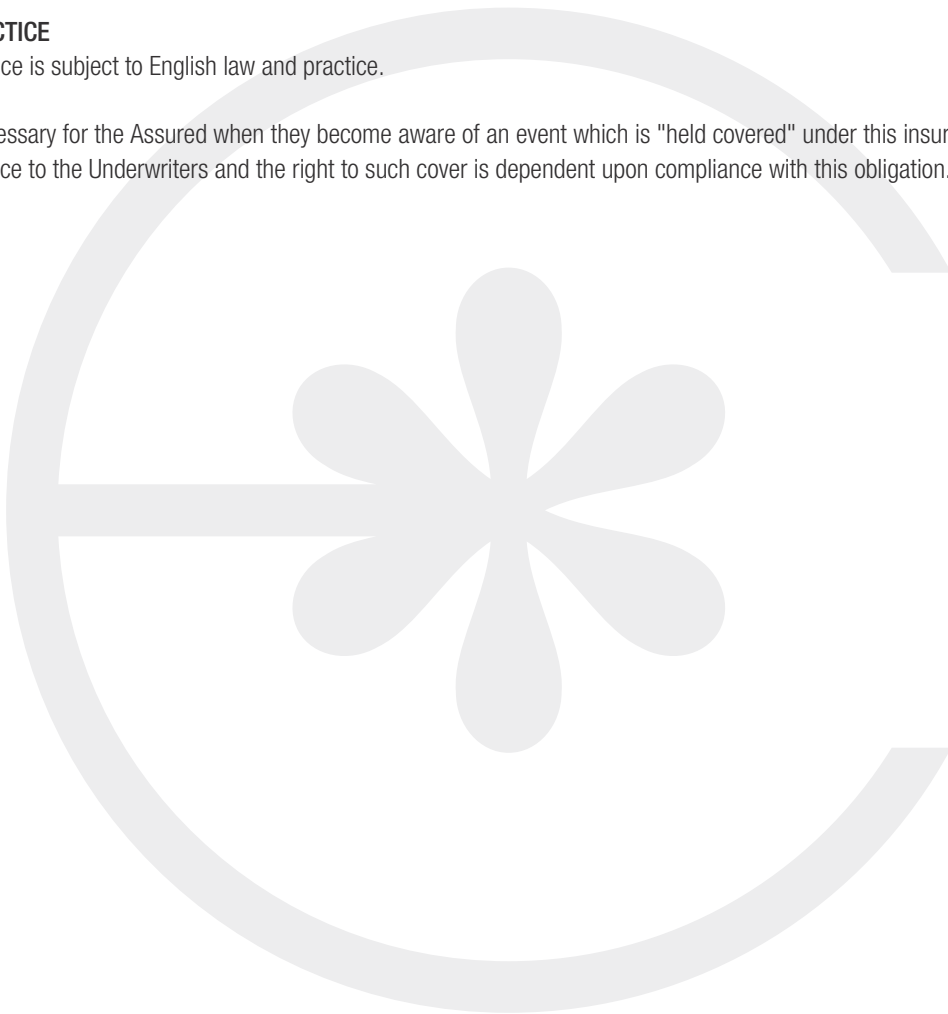
18. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control. Reasonable Despatch Clause

**LAW AND PRACTICE**

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

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

1/4/86  
CL335



Attached and forming part of the Policy No.

### MARINE DELAY IN START UP INSURANCE

**POLICY NO:**  
**ASSURED:**  
**ADDRESS:**  
**NAME OF PROJECT:**  
**PROJECT LOCATION:**  
**DESCRIPTION OF PROJECT:** Delay in start up of  
**Period of Insurance:** From to – months project period

#### Limit of Indemnity

Subject to the Insuring Agreement, and the terms, conditions and exclusions of this policy, this policy will indemnify the insured up to a maximum of INR for a months Indemnity Period

#### Interest covered under Marine Cargo policy no.

Upon consignment said to contain All materials, equipment and supplies for project.

#### 1. Risks Covered

This insurance will indemnify the insured for actual loss sustained to the insured's business generated at the project site if at any time during the period of the policy an indemnifiable event occurs which causes a delay to the Scheduled Commercial Operation Date consequent upon:

- 1.1 A risk which would be covered under Marine Cargo Policy no. of the policy subject to all terms, conditions & warranties applicable as per the above mentioned policy.
- 1.2 Loss of, mechanical breakdown of, or damage to the hull, machinery and/or equipment of the vessel or aircraft on which any of the project cargo is being carried or is intended to be carried which would be covered under:  
 Institute Voyage Clauses-Hulls and/or Institute War and Strikes Clauses - Hulls attached, or  
 An Aircraft All Risks Policy including War, Hi-jacking and Allied Perils.
- 1.3 Loss of or mechanical breakdown of, any motor vehicle or attachment thereto upon which any of the Project Cargo is being transported or is intended to be transported.

- 1.4 The vessel aircraft or other conveyance on which any of the project cargo is carried or is intended to be carried being involved in a General Average, Salvage of Life-Saving operation.

#### 2 DURATION

- 2.1 The Protection afforded by Paragraph 1.1 above shall operate from the time the property leaves the premises of the manufacturers in the country of origin, continue during the ordinary course of transit and, where specifically agreed, during storage, if any, and until the property is delivered to site, and or as allowed for under Section I of this policy, whichever the soonest.
- 2.2 The protection afforded by paragraphs 1.2, 1.3 and 1.4 above shall operate in respect of vessels or craft from the time that the vessel or craft comes alongside the berth or mooring point at which the property is to be loaded thereon (including any casualties or incidents arising during such berthing or mooring) and in respect of conveyances (including aircraft) from the time that the conveyance arrives at the place where the property is to be loaded thereon.

#### 3 TIME EXCESS / DELAY PERIOD.

From each and every claim covered under the terms of this insurance shall be deducted equivalent to 30 days maximum indemnity.

The deductible will be calculated by dividing the indemnity amount, including the Increased Cost of Working, agreed by insurers by the actual number of days of indemnifiable delay. The resulting delay amount will be multiplied by 30 days and the resultant amount will be deducted from the claim

#### RISKS CLAUSE

**LOSS CAUSED BY LOSS OF OR DAMAGE TO PROPERTY. LOSS CAUSED BY LOSS OF MECHANICAL BREAKDOWN OF OR DAMAGE TO VESSEL OR AIRCRAFT**

**LOSS CAUSED BY LOSS OF MECHANICAL BREAKDOWN OF, OR DAMAGE TO OTHER CONVEYANCE.**

**LOSS CAUSED BY GENERAL AVERAGE, SALVAGE OR LIFE SAVING OPERATION.**

**ATTACHMENT AND TERMINATION OF INSURANCE.**

#### 4. BASIS OF INDEMNITY

The amount payable as indemnity hereunder shall be:

- In respect of loss of gross profit: the sum obtained by applying the rate of gross profit to the amount by which, during the period of indemnity, the actual turnover falls short of the turnover which would have been achieved had the delay not occurred.

- In respect of increased cost of working: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in gross profit.

If the annual sum insured hereunder is less than the sum obtained by multiplying the rate of gross profit to the annual turnover, the amount payable shall be reduced proportionally.

Less any sum saved during the indemnity period in respect of such of the charges and expenses of the business payable out of sum insured as may cease or be deducted in consequence of the Damage.

If no case shall the indemnity exceed the actual loss sustained by the insured or the loss sustained under the provisions of the agreements.

#### 5. EXCLUSIONS

In no case shall this insurance cover:

5.1 Loss of or damage to the Project Cargo as described in the schedule hereto or any expenses recoverable under the insurance on such property.

5.2 Delay as a consequence of fines, penalties, liquidated damages, punitive damages and/or damages for breach of contract, late or non-completion of orders or any penalties of whatever nature, or any additional damages unless specifically agreed by insurers and reinsurers.

5.3 Delay as a consequence of alterations, additions, improvements or elimination of any deficiencies in the Project Cargo insured under the Marine Cargo Policy no. C0044974 carried out after the occurrence of damage

5.4 Delay as a consequence of non-availability of funds

**LOSS OF OR DAMAGE  
PROPERTY  
DELAY CAUSED BY  
WITHHOLDING**

**GUARANTEES DELAY CAUSED  
BY DEFICIENCY**

#### 6. CLAIMS

6.1 Any loss which is the subject of indemnity under this policy shall be calculated in the manner described in Clause 4 above and item 6.2 below.

6.2 The Assured shall produce and furnish to the Underwriters such books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence as may reasonably be requested by the Underwriters for the purpose of investigating or verifying the claim.

6.2 If the property insured hereunder is damaged or appears to be damaged on arrival, it is a condition precedent to a claim hereon that the Underwriters of this insurance shall be notified immediately; whether they are the insures of the cargo or not. Underwriters, upon receipt of such advice may agree such reasonable action as they consider necessary to minimize any such loss, damage or expense.

#### 4. DEFINITIONS

##### Indemnity Period

The period during which the production capability of the project is affected in consequence of the indemnifiable event.

The Indemnity period begins with the date upon which, had the indemnifiable event not occurred, the insured works, including full operational testing, would have been completed.

The indemnity Period ends with the actual date upon which the insured works are completed, including full operational testing, but not exceeding the period of delay to the project that would have been caused had such part of the property which has been lost or damaged been rebuilt, repaired or replaced to its condition immediately prior to the occurrence of the indemnifiable event with due diligence.

In no case shall the indemnity period exceed \_\_\_\_\_ months

**Scheduled Date of Commencement of the Insured Business**

The provisional date stated in the Schedule to this section or any revised date upon which the business would have commenced had the delay not occurred.

**Time Excess**

The period stated in the schedule to this section for which the Insures are not liable.

**Delay Period**

The period beginning not earlier than the Scheduled Date of Commencement of the Insured Business during which the Output is affected in consequence of loss or damage as defined occurring during the Period of Insurance as set out in the Schedule.

The Delay Period shown in the calculation forming part of the basis of Indemnity shall be the Delay Period suffered subject to a maximum Delay Period set out in the Schedule less the Time Excess of 30 days in aggregate.

If the Scheduled Date of Commencement of the Insured Business is delayed due to causes other than loss or damage covered by Section I if the Policy, then such causes shall be brought into account in determining the commencement of the Delay Period.

**8. MINIMIZING LOSSES****IT IS THE DUTY OF THE ASSURED AND THEIR SERVANTS AND AGENTS IN RESPECT OF LOSS RECOVERABLE HEREUNDER**

8.1 To take such measures as may be reasonable for the purpose of averting or minimizing such loss, and

8.2 To ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in any loss recoverable hereunder reimburse the Assured for any charges properly and reasonable incurred in pursuance of these duties.

**9. Waiver clause****WAIVER CLAUSE**

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

**10. Avoidance in Delay**

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

**11. Law and Practice**

This insurance is subject to Indian Law and practice.

**12. Adjustment and Settlement of Claims**

Claims hereunder shall be adjusted and settled in India

**General Policy Condition**


Applicable to both the Marine Cargo Policy and DSU

**Survey Warranty**

Recognized surveyor to attend and approve the loading arrangements, including stowage, securing and lashing at the load port onto vessel & also attend & approve the unloading arrangements at the discharge port including inland conveyance arrangements. All recommendations of the surveyor to be complied with. All fees for account of the insured unless otherwise agreed.

## MARINE CARGO INSURANCE GLOSSARY OF INCOTERMS

INCOTERMS (International commercial terms)

1. EXW – Ex Works
  2. FCA – Free Carrier
  3. FAS – Free Alongside Ship
  4. FOB – Free On Board
  5. FOT – Free On Truck
  6. FOR – Free On Rail
  7. CFR – Cost and Freight
  8. CIF – Cost, Insurance and Freight
  9. CPT – Carriage Paid To
  10. CIP – Carriage and Insurance Paid
  11. DAF – Delivered At Frontier
  12. DES – Delivered Ex Ship
  13. DEQ – Delivered Ex Quay
  14. DDU – Delivered Duty Unpaid
  15. DDP – Delivered Duty Paid
- 

**INLAND TRANSIT (RAIL OR ROAD) – CLAUSE A (All Risks)**

**RISKS COVERED**

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

**EXCLUSIONS**

- 2. In no case shall this insurance cover General Exclusions Clause
  - 2.1 loss, damage or expense attributable to willful misconduct of the assured
  - 2.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 2.3 loss damage or expense caused by the insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this clause 2.3 "Packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
  - 2.4 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against
  - 2.5 Loss damage or expense caused by inherent vice or nature of the subject-matter insured.
- 3. In no case shall this insurance cover loss damage or expense caused by War Exclusion Clause
  - 3.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
  - 3.2 capture seizure arrest restraint or detainment and the consequences thereof or any attempt thereat
  - 3.3 derelict mines bombs or other derelict weapons of war.
- 4. In no case shall this insurance cover loss damage of expense Strikes Exclusion Clause
  - 4.1 caused by strikers, locked-out workmen or persons taking part in labour disturbance, riots or civil commotions
  - 4.2 resulting from strikes lock-outs, labour disturbances, riots or civil commotions
  - 4.3 caused by any terrorist or any person acting from a political motive.

**DURATION**

5. This insurance attaches from the time the goods leave the warehouse and/or the store at the place named in the policy for the commencement of transit and continues during the ordinary course of transit including customary transshipment, if any Transit Clause

- (i) until delivery to the final warehouse at the destination named in the policy, or
- (ii) in respect of transits by Rail only or Rail and Road, until expiry of 7 days after arrival of the railway wagon at the final destination railway station, or
- (iii) in respect of transits by Road only until expiry of 7 days after arrival of the vehicle at the destination town named in the policy

whichever shall first occur.

**N.B.** 1. The period of 7 days referred to above shall be reckoned from the midnight of the day of arrival of railway wagon at the destination railway station or vehicle at the destination town named in the policy.

2. Transit by Rail only shall include incidental transit by Road performed by Railway Authorities to or from Railway Out-Agency.

**CLAIMS**

- 6.1 In order to recover under this Insurance the Assured must have an Insurable interest in the Subject matter insured at the time of the loss. Insurable Interest Clause
- 6.2 Subject to 6.1 above, the insured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded unless the Assured were aware of the loss and Underwriters were not.

**BENEFIT OF INSURANCE**

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

**8. MINIMISING LOSSES**

- It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder. Duty of the assured Clause
- 8.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and
- 8.2 to ensure that all right against carriers, bailees or other third parties are properly preserved and exercised by lodging a



monetary claim against railway/ road carriers/ bailees within six months from the date of railway/ lorry receipt or as prescribed by the relevant statute and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

9. Measures taken by the Assured or the underwriters with the object of saving, protecting or recovering the subject matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the right of either party.

**AVOIDANCE OF DELAY**

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

Reasonable Dispatch clause

**LAW AND PRACTICE**

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

Indian Law and Practice clause

**INLAND TRANSIT (RAIL OR ROAD) – CLAUSE B (Basic Cover)**

**RISKS COVERED**

1. This insurance covers, except as provided in Clauses 2, 3 and 4 below, the risks of physical loss or damage to the insured goods caused by

- (a) (i) fire
- (ii) lightning
- (iii) breakage of bridges
- (b) (i) collision with or by the carrying vehicle
- (ii) overturning of the carrying vehicle
- (iii) derailment or accidents of like nature to the carrying railway wagon/ vehicle.

Risks Clause

**EXCLUSIONS**

2. In no case shall this insurance cover

- 2.1 loss, damage or expense attributable to willful misconduct of the assured
- 2.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject- matter insured
- 2.3 loss damage or expense caused by the insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this clause 2.3 “Packing” shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
- 2.4 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against
- 2.5 loss damage or expense caused by inherent vice or nature of the subject-matter insured.

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

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

4. In no case shall this insurance cover loss damage of expense

- 4.1 caused by strikers, locked-out workmen or persons taking part in labour disturbance, riots or civil commotions
- 4.2 resulting from strikes lock-outs, labour disturbances, riots or civil commotions
- 4.3 caused by any terrorist or any person acting from a political motive.
- 4.4 deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons

General Exclusions Clause

War Exclusion Clause

Strike Exclusion Clause

**DURATION**

5. This insurance attaches from the time the goods leave the warehouse and/or the store at the place named in the policy for the commencement of transit and continues during the ordinary course of transit including customary transshipment, if any

- (i) until delivery to the final warehouse at the destination named in the policy, or
- (ii) in respect of transits by Rail only or Rail and Road, until expiry of 7 days after arrival of the railway wagon at the final destination railway station, or
- (iii) in respect of transits by Road only until expiry of 7 days after arrival of the vehicle at the destination town named in the policy

Transit Clause

whichever shall first occur.

N.B. 1. The period of 7 days referred to above shall be reckoned from the midnight of the day of arrival of railway wagon at the destination railway station or vehicle at the destination town named in the policy.

2. Transit by Rail only shall include incidental transit by Road performed by Railway Authorities to or from Railway Out-Agency.

**CLAIMS**

6. 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 Insurable Interest Clause

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

**BENEFIT OF INSURANCE**

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

**MINIMISING LOSSES**

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

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

8.2 to ensure that all right against carriers, bailees or other third parties are properly preserved and exercised by lodging a monetary claim against railway/ road carriers/ bailees within six months from the date of railway/ lorry receipt or as prescribed by the relevant statute

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

9. Measures taken by the Assured or the underwriters with the object of saving, protecting or recovering the subject matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the right of either party. Waiver Clause

**AVOIDANCE OF DELAY**

10. It is a condition of this insurance that the Assured shall act with reasonable dispatch in all circumstances within their control. Reasonable Dispatch Clause

**LAW AND PRACTICE**

11. This insurance is subject to Indian law and practice. Indian Law And Practice Clause

**INLAND TRANSIT (RAIL OR ROAD) CLAUSE – C  
(Fire Risks Only)**

**RISKS COVERED**

**1. Risks Clause**

This insurance covers except as provided in Clauses 2, 3 & 4 below, the risks of physical loss or damage to the insured goods caused by

- a) fire
- b) lightning

**EXCLUSIONS**

**2. General Exclusion Clause**

In no case shall this insurance cover

- 2.1 loss damage or expense attributable to willful misconduct of the Assured
- 2.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
- 2.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose

of this clause 2.3 “packing” shall be deemed to include stowage in container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)

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

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

### **3. War Exclusion Clause**

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

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

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

3.3 derelict mines bombs or other derelict weapons of war

### **4. Strike Exclusion Clause**

In no case shall this insurance cover loss damage or expense

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

4.2 resulting from strikes, lock-outs, labour disturbance, riots or civil commotions

4.3 caused by any terrorist or any person acting from a political motive

4.4 deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrong act of any person or persons.

## **DURATION**

### **5. Transit Clause**

This insurance attaches with the loading of each bale or package into the wagon / truck for the commencement of transit and continues during the ordinary course of transit including customary transshipments, if any, and ceases immediately on the unloading of each bale or package

a) at the railway station at destination named in the Policy in respect of transit by rail

b) at the destination named in the Policy in respect of transit by road.

## **CLAIMS**

### **6. Insurable Interest Clause**

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

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

## **BENEFIT OF INSURANCE**

### **7. Not to Inure Clause**

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

## **MINIMISING LOSSES**

### **8. Duty of Assured Clause**

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

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

8.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised by lodging a monetary claim against railways / road carriers / bailees within six months from the date of railway / lorry receipt or as prescribed by the relevant statute.

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

### **9. Waiver Clause**

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

## **AVOIDANCE OF DELAY**

### **10. Reasonable Dispatch Clause**

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

**STRIKES, RIOTS AND CIVIL COMMOTIONS CLAUSE**  
(Inland transit Not in Conjunction with Ocean Going Voyage)

**RISKS COVERED**

1. Subject otherwise to the terms, conditions and warranties of the Policy on goods against transit risk, this insurance covers, except as provided in clause 2 below of or damage to the subject matter insured caused by
- 1.1 strikes, Locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions.
  - 1.2 any terrorist or any person acting from a political motive.
  - 1.3 persons acting maliciously.

**EXCLUSIONS**

2. In no case shall this insurance cover
- 2.1 loss damage or expense proximately caused by delay inherent vice or nature of the subject matter insured.
  - 2.2 loss damage or expense proximately caused by absence, shortage or withholding of labour of any description whatsoever during any strike, lockout, labour disturbances, riot or civil commotion
  - 2.3 any claim for expenses arising from delay or other consequential or indirect loss or damage of any kind
  - 2.4 loss damage or expenses caused by war, civil war, revolution, rebellion, insurrection or civil strike arising therefrom, or any hostile act by or against a belligerent power.

**MNIC CARGO INSURANCE- NON INSTITUTE CLAUSES**

**Additional Transits Clause – MNIC001**

It is hereby declared and agreed that additional transits (any number) to and from fabricator's /others will be held covered

**Airfreight Replacement Charges Clause – MNIC002**

In the event of loss of or damage to the goods the Insurers shall accept the cost of air freighting the damaged parts to manufacturers for repair and return, or the air freighting of replacement parts from manufacturers and/or suppliers to destination, notwithstanding that the goods lost or damaged were not originally dispatched by air freight. Provided always that in no case shall the liability of the Underwriters for such costs exceed Rs. (Rupees \_\_only) on each and every loss.

**Attachment & Termination of Risk Clause– MNIC003**

The insurance commences from the attachment of the insured's interest in goods but unless otherwise specifically agreed herein, not prior to the time the goods are set in motion in the insured's and / or sub- contractor's premises storage depots and / or warehouse(s) for the commencement of transit and continues during packing, deconsolidation, containerization and the preparation for distribution and redistribution and at transshipping points, subject always to the provisions of the Inland / Institute clauses incorporated therein, until the goods are finally delivered at .

**Bill of Lading Clause – MNIC004**

This insurance also covers loss or damage through the acceptance by the Assured and / or their servants and / or their agents and / or their shippers of fraudulent bill of lading / claused bills of lading and / or shipping receipts and/or other similar documents.

**Brands Clause – MNIC005**

Version 1 - In the case of damage to property bearing brand or trade MNICk, sale of which carries or implies a guarantee of the manufacturer or suppliers and / or assured or their goodwill collectively or independently, the salvage value of such property shall be determined only after the removal of brand or trade MNICks.

Version 2 – Insured shall have full rights to possession of all goods bearing embossed or indented brands or labels or other permanent MNICking identifying the manufacturer thereof, or the sale of which carries or implies a guarantee of the supplier or of the insured, or exclusive and / or secret formulas that may be involved hereunder and shall retain control of all such goods.

The insured exercising a reasonable discretion shall be a sole judge as to where the goods involved hereunder as suitable for MNICketing and no goods deemed by the insured be unfit for MNICketing shall be sold or otherwise disposed off except by the insured or with the insured's consent, but the insured shall allow insurers any salvage obtained on any sale or other disposition of such goods.

### **Buyers Interest Clause – MNIC006**

The goods as described in this section are insured against the risks specified in the Policy, but this insurance covers Buyers Interest only. Claims in respect of loss or damage to the goods shall be payable hereunder only if and to the extent that the Seller and/or his Underwriters fails to pay for such loss or damage.

Underwriters to be subrogated to the Assured's rights against the Seller or any other parties interested in the shipment.

Any assignment of this Policy or of any interest or claim hereunder shall discharge Underwriters from all liability whatsoever. This insurance shall not pay any claims resulting from the Seller and/or his Underwriters being unable to reimburse the Buyer by reason of currency exchange controls.

Warranted the existence of this insurance shall not be divulged to the Seller of any other party(ies) interested in the shipment.

Warranted this insurance not to be deemed double insurance. Warranted the Assured to take all reasonable steps to hasten delivery.

Warranted Underwriters are advised immediately the Assured becomes aware of any event that may result in a claim under this Policy.

### **CARGO ISM ENDORSEMENT (JC98/019) – MNIC007**

Applicable to shipments on board Ro-Ro passenger ferries. Applicable with effect from 1st July 1998 to shipments on board:

- 1) passenger vessels transporting more than 12 passengers and
- 2) oil tankers, chemical tankers, gas carriers, bulk carriers and cargo high speed craft of 500 Gt. or more.

**Applicable with effect from 1st July 2002 to shipments on board all other cargo ships and mobile offshore drilling units of 500 Gt or more.**

In no case shall this Insurance cover loss, damage or expense where the subject matter insured is carried by a vessel that is not ISM Code certified or whose owners or operators do not hold an ISM Code Document of Compliance when, at time of loading of the subject matter insured on board the vessel, the Assured were aware or in the ordinary course of business should have been aware either:-

- i) that such vessel was not certified in accordance with the ISM Code. or
- ii) that a current Document of Compliance was not held by her owners or operators as required under the SOLAS Convention 1974 as amended.

The exclusion shall not apply where this Insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject matter Insured in good faith under a binding contract.

### **CARGO ISM FORWARDING CHARGES CLAUSE (JC 98/023) – MNIC008**

**(For use only with JCC Cargo ISM Endorsement JC98/019)**

In consideration of an additional premium to be agreed, this insurance is extended to reimburse the Assured, up to the limit of the Sum Insured for the voyage, for any extra charges properly and reasonably incurred in unloading, storing and forwarding the subject matter to the destination to which it is insured hereunder following release of cargo from a vessel arrested or detained at/ or diverted to any other port or place (other than the intended port of destination) where the voyage is terminated due to either:

- i) such vessel not being certified in accordance with the ISM Code or
- ii) a current Document of Compliance not being held by her owners or operators. as required under the SOLAS Convention 1974 as amended.

This clause, which does not apply to General Average or Salvage or Salvage Charges, is subject to all other terms, conditions in the policy and to JCC Cargo ISM Endorsement JC98/019.

### **CARGO TERMINATION OF TRANSIT CLAUSE (TERRORISM) JC 2001/056 – MNIC009**

This Clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

1. Notwithstanding any provision to the contrary in this Policy or the Clauses referred to therein, it is agreed that in so far as this Policy covers loss of or damage to the subject matter insured caused by any terrorist or any person acting from a political motive, such cover is conditional upon the subject matter insured being in the ordinary course of transit and, in any event, shall terminate either:

1.1 As per the transit clauses contained within the Policy. OR

1.2 On delivery to the Consignee's or other final warehouse or place of storage at the destination named herein,

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

OR

1.4 In the respect of MNICine transits, on the expiry of 60 days after completion of discharge overseas of the goods hereby insured from the overseas vessel at the final port of discharge.

1.5 In respect of air transits, on the expiry of 30 days after unloading the subject matter insured from the aircraft at the final place of discharge.

**Whichever shall first occur**

2. If this policy or the Clauses referred to therein specifically provide cover for inland or other further transits following on from storage, cover will reattach, and continues during the ordinary course of that transit terminating again in accordance with clause 1.

**Claims Quantum Clause – MNIC010**

When the claim documents submitted demonstrate, and this Insurer and the Assured agree, that only the quantum of the claim is yet to be agreed, a payment on account will be made equal to 50% of the lower of the amount (i) claimed by the Assured or (ii) agreed to by this Insurer within 5 business days after such agreement.

**Claims Review Clause – MNIC011**

It is hereby declared and agreed that, if the incurred claims ratio under the policy exceeds 70% an additional premium at appropriate rate at the end of each quarter shall be charged under the policy.

**Climatic Conditions Clause – MNIC012**

The Policy excludes loss or damage on account of climatic or atmospheric conditions or extremes of temperature.

**Co-Insurance Clause – MNIC013**

It is hereby declared and agreed that all reference to the words, “KOTAK GENERAL INSURANCE COMPANY LIMITED”, or “The Company” wherever they occur in this policy shall be deemed to refer to the “The Insurers” as defined in the Schedule Incorporated herein and the liability of each insurer shall be separately limited to the share shown against his name, Provided that, where any condition requires notice or communication to be given to the said Insurers, notice or communication to the Kotak General Insurance Co. Ltd., shall be deemed to be sufficient notice to all the Insurers.

SCHEDULE OF INSURERS		
Sl. No	Name	Share
1.		
2.		

**Co-Mingling Clause – MNIC014**

It is agreed that when the property in bulk is stowed so as to be co-mingled with like property belonging to others, loss or damage arising from a peril insured against shall be apportioned over the party or parties involved in the shipments in accordance with the respective interest(s) of the said party or parties involved in the ratio that the quantity of property belonging to each party bears to the total quantity of produce stowed at the time and the place of loss.

**Concealed Damage Clause – MNIC015**

**Version 1** - It is agreed that at where the packages are not opened on arrival at site, any concealed loss or damage caused by perils insured against which only come to light when the goods are unpacked at destination is covered subject to the proviso that such packages are opened and survey held within days from the date on which the goods were received at the particular site or warehouse and that the packages bore not outwards sign of loss or damage at the time of discharge from the steamer or on arrival at final site or warehouse.

**Version 2** – Any loss and or damage discovered on opening container(s), cases and / or packages shall be deemed to have occurred during the transit hereunder and shall be paid for accordingly unless conclusive proof to the contrary is established, it being understood that any containers cases and / or packages showing visible signs of damaged are to be opened immediately on the cessation of the risk hereunder. Agreement shall only apply when such loss or damage are discovered within 10 days of cessation of risk.

**Container Shortage Clause (Operative in respect of FCL only) – MNIC016**

Insurers will pay for shortage of contents (meaning thereby the difference between the number of packages as per Shipper's and/or Suppliers invoice and/or packing list loaded or alleged to have been laden in the container and the count of packages removed therefrom taken by the Assured and/or their Agent at time of container emptying) howsoever and whensoever occurring, but excluding liability from any such losses which can be attributed unequivocally to the forcible entry of the container which occurred following its delivery to the Project Site.



### **Cutting Clause – MNIC017**

Version 1 - It is hereby understood and agreed that in case of where use can be made by the consignees of damaged items after cutting of the damaged parts, the company agrees to pay the proportionate value of the part cut off plus expenses incidental thereto and receive net salvage on such proportion.

Version 2- In the event of the claim for breakage, chipping, cracking, bending, denting or any other damage provided this be of such a nature that it is practicable to use the sound portion; underwriters shall be liable only for the damaged parts and this insurance shall pay only their proportionate values together with the cost of cutting.

### **Damage to Packing Material Clause – MNIC018**

It is hereby declared and agreed that in the event of damage to the packing material alone with the contents being sound; the insurer shall be liable only for the amount sufficient to pay the cost of new packing material and the cost of repacking the goods. Provided value of packing material is included in the sum insured and in the event of claim, insured shall substantiate value of such packing material.

But in case it is not possible to supply new packing material, claims shall be based on an allowance in this regard which shall reflect the actual replacement costs which would have been incurred it had been done.

### **Declaration Delay, Error or Omission Clause – MNIC019**

This Insurance shall not be prejudiced by any unintentional delay, error or omission in the declaration or reporting hereunder of the amount or description of the interest, vessel or voyage, or if the subject matter of the insurance be shipped by any other vessel/conveyance or any fact relative to this insurance, if notice be given to Underwriters when practicable after said facts become known to the Insured and a balance of premium, if any made good.

### **Debris Removal Clause – MNIC020**

**Version 1** – This insurance is extended to cover, in addition to any other amount recoverable under this insurance, extra expenses by the Assured for the removal and disposal of debris of the subject matter insured, or part thereof, by reason of damage thereto caused by an insured risk, but excluding absolutely:-

1. Any expenses incurred in consequence of or to prevent or mitigate pollution or contamination, or any threat or liability therefor.
2. The cost of removal of cargo from any vessel or craft.

In no case shall the Insurers be liable under this Clause for more than 10% of the proportionate value under this Policy of the damaged subject matter removed.

**Version 2** – It is hereby noted and agreed that this insurance covers the costs and expenses necessarily incurred by the Assured for removing debris.

### **Deliberate Damage - Pollution Hazard – MNIC021**

The policy is extended to cover, but only whilst the property insured is on board a waterborne conveyance, loss of or damage to said property directly caused by governmental authorities acting for public welfare to prevent or mitigate a pollution hazard or threat thereof, provided that the accident or occurrence creating the situation which required such governmental action would have resulted in a recoverable claim under the Policy (subject to all of its terms, conditions and warranties) if the property insured would have sustained physical loss or damage as a direct result of the accident or occurrence which gave rise to the threatened pollution hazard.

This clause shall not increase the Limits provided for in this Policy.

### **Duty Clause (1) – MNIC022**

This insurance is on increased value of cargo by reason of payment of Customs Duty at the port or place of destination and is subject to the same clauses and conditions as the priMNICy insurance on the cargo and to pay the same percentage of Duty payable (excluding charges and expenses) as may be paid thereon, but excluding claims in respect of :

- a) Total loss or total loss of part of cargo arising prior to Duty becoming payable.
- b) General Average contributions and Salvage Charges arising from any casualty occurring prior to the Duty becoming payable.

In ascertaining the amount of the claim recoverable hereunder credit shall be given for any rebates or refund of Duty which may become allowable.

Warranted that :

1. This Policy is not assignable.
2. No claim shall be paid for Duty until the claim under the priMNICy MNICine Insurance policy covering the cargo is payable and proof of liability for loss under that policy shall be furnished to the Company. This provision need not apply to cases where the cargo has been insured overseas due to contractual obligation.
3. This is not a "valued" policy as defined in the MNICine Insurance Act, 1963. Claims under this policy are

payable on the basis of actual duty paid or on the basis of the sum insured whichever is less.

4. In the event of a claim under this Policy, immediate notice of loss shall be given to the Company and a reasonable opportunity given to the Company to survey and assess the loss. The Assured shall co-operate with the Company and take all reasonable measures to minimise or prevent a loss.

#### **Exhibition/Demonstration Risks Extension – MNIC023**

This insurance covers property in transit to / from and whilst at exhibition, trade fair or show premises. Subject to the following exclusion:

- i. Loss or damage proximately caused by demonstration, use or testing of the equipment.
- ii. Wear, tear and gradual deterioration
- iii. Liability to third parties.
- iv. Damage to goods being returned from exhibition, trade fair or show premises unless they are packed to the same standard as for the outward journey such packing to be supervised by a responsible official of the Assured.

#### **FOB Clause including Shut out Cargo – MNIC024**

This insurance is extended to cover the interest insured until the goods are placed on board the ocean going vessel/lash barges (including sling loss) or until expiry of 2 weeks after arrival of goods at the place of storage at the port town and /or docks awaiting shipment, whichever shall first occur.

Cargo shut out is automatically covered for two weeks but ceases to be insured thereafter unless prior intimation is given and agreement taken as to rate and terms.

#### **Free Issue Materials Clause – MNIC025**

Property Insured shall also include materials supplied free of cost to the insured and for which he is liable in case of damage provided that the value of such material is declared to the Insurer and adequate premium charged.

#### **Garbling Clause – MNIC026**

Used in case of tobacco in bales

In the event of damage by a peril insured against, damaged portion in each bale to be carefully separated from the sound and only that which is damaged sold.

Underwriters agree to pay the actual loss on cuttings and the actual cost of making damaged bales merchantable including expenses incidental thereto

Warranted no liability for loss or damage to attach hereunder unless notice of survey has been given to the company or its Agents within 72 hours after discharge from steamer at port of discharge.

#### **General Average in Full Clause – MNIC027**

General Average and Salvage Charges shall be payable under this insurance in full without reference to insured and contributory values. General Average Deposits shall be payable on production of General Average Deposits Receipts.

#### **Goods at Repairer's Extension – MNIC028**

Version 1 - To be attached to a MNICine policy covering goods sent abroad for repairs, refurbishing etc. Not to be given unless as an extension to a MNICine policy that provides for return transit also subject to an additional premium or \_% (or lump sum) per week or part thereof, cover is, extended to include the risks of fire and theft only while the subject matter is at repairers' premises.

Version 2 – Policy is extended to cover the goods whilst the same is lying at repairer's / fabricator's premises. The cover whilst the goods are lying at repairer's / fabricator's premises is limited to standard fire perils and burglary only.

#### **Goods Damaged Prior to Shipment Clause – MNIC029**

It is hereby understood and agreed that this Policy covers, within the terms of the contract, all goods which leave the factory and / or place of despatch but which are not actually shipped on the overseas steamer due to damage en route and consequently not included in the values declared.

#### **Goods Purchased by the Assured upon "C.I.F." terms – MNIC030**

Where goods are purchased CIF and the insurance provided by the Supplier is more restricted than that afforded hereunder, such goods shall be covered hereunder on the normal cover conditions.

In all such cases Underwriters will be subrogated to all rights and remedies of the Assured under the insurance provided by the Supplier and in no case shall this insurance contribute to double insurance.

### **Goods Purchased by the Assured on FOB, FAS or C&F Terms – MNIC031**

Version 1 – Notwithstanding anything to the contrary contained herein it is agreed that Underwriter’s liability to the Insured commences from the time the subject matter leaves supplier’s factory warehouse store or mill notwithstanding the goods and / or interests may have been purchased FOB, FAS or C&F, the insured subrogating his/their right of recourse against suppliers for any loss and/or damage that may occur prior to delivery FOB, FAS or C&F. Goods are at the Insured’s risk from time of leaving supplier’s premises irrespective of terms of Contract of Sale and / or as if Contract of Sale was ex the supplier’s premises.

Version 2 – It is hereby understood and agreed that the goods are at underwriter’s risk and that underwriter’s liability to the assured commences from the time the goods leave supplier’s factory, warehouse, store or mill as if the contract of sale were “Ex-Supplier’s” premises notwithstanding that the goods and / or interest may have been purchased on FOB, C&F or similar terms, underwriter’s being subrogated with assured’s rights of recourse against the suppliers.

### **IMPORTANT NOTE – MNIC032**

#### **PROCEDURE IN THE EVENT OF LOSS OR DAMAGE FOR WHICH UNDERWRITERS MAY BE LIABLE LIABILITY OF CARRIERS, BAILEES OR OTHER THIRD PARTIES**

It is the duty of the Assured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimising a loss and to ensure that all rights against Carriers, Bailees or other third parties are properly preserved and exercised. In particular, the Assured or their Agents are required:-

1. To claim immediately on the Carriers, Port Authorities or other Bailees for any missing packages.
  2. In no circumstances, except under written protest, to give clean receipts where goods are in doubtful condition.
  3. When delivery is made by Container, to ensure that the Container and its seals are examined immediately by their responsible official. If the Container is delivered damaged or with seals broken or missing or with seals other than as stated in the shipping documents, to clause the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification.
  4. To apply immediately for survey by Carriers’ or other Bailees’ Representatives if any loss or damage be apparent and claim on the Carriers or other Bailees for any actual loss or damage found at such survey.
  5. To give notice in writing to the Carriers or other Bailees within 3 days of delivery if the loss or damage was not apparent at the time of taking delivery.
  6. To take examined delivery from the Carriers of packages which are outwardly damaged or appear to have been tampered with and obtain a Damage and/or Shortage Certificate from them. If any package appears to be deficient in weight, to take weightment/examined delivery from Carriers and an appropriate Certificates.
  7. To issue Notices of claim against Carriers, Bailees or Third Parties by Registered Post with Acknowledgement Due Card
- Note - The Consignees or their Agents are recommended to make themselves familiar with the Regulations of the Port Authorities at the port of discharge.

### **INSTRUCTIONS FOR SURVEY – MNIC033**

In the event of loss or damage which may involve a claim under this insurance, immediate notice of such loss or damage should be given to and a Survey Report obtained from the Company’s representative at port of discharge or destination or if there be no representative of the Company, from the nearest Lloyd’s Agent.

### **DOCUMENTATION OF CLAIMS – MNIC034**

To enable claims to be dealt with promptly, the Assured or their Agents are advised to submit all available Supporting documents without delay, including when applicable:-

1. Original policy or certificate of insurance.
2. Original or copy of shipping invoices and Packing List and/or Weightment Notes.
3. Original Bill of Lading and/or other contract of carriage.
4. Survey report and other documentary evidence (Damage/Non-Delivery Certificate) to show the extent
5. of the loss or damage.
6. Landing ReMNICs and Weightment Notes at final destination.
7. Correspondence exchanged with the Carriers and other Third Parties regarding their liability for the loss or damage along with copies of Notice of Claim on the Carriers/Third Parties and Receipted A/D Card/ Postal Registration Receipt.

**Hijacking Clause – MNIC035**

Excluding hijack and any attempt threat.

**Piracy Exclusion Clause – MNIC036**

Excluding loss of or damages on account of piracy and the operation of like nature.

**Hook Damage Clause – MNIC037**

Excluding Hook damage

**Average Clause – MNIC038**

If the property covered under the policy, shall at the time of loss be collectively of greater value than such sum insured, then the insured shall be considered as being his own insurer for the difference, and shall bear rateable share of the loss accordingly.

**“INCREASED VALUE” INSURANCE CLAUSE – MNIC039**

This insurance is on increased value by reason of the MNICket Value of the goods at destination on the date of landing being higher than the CIF and Duty value of the cargo and is subject to the same clauses and conditions as the priMNICy insurance on the cargo and to pay \_% of the actual loss suffered in the MNICket or realisable value of the cargo not exceeding \_% of the sum Insured of Rs..... because of the operation of an insured peril after taking credit for claims recovered under the priMNICy cargo (CIF value) insurance and Duty insurance for the cargo.

Warranted that:

1. This policy is not assignable.
2. No claim shall be paid for “Increased Value” until the claim under the priMNICy MNICine Insurance policy covering the cargo is payable and proof of liability for loss under that policy shall be furnished to the Company. This provision need not apply to cases where the cargo has been insured overseas due to contractual obligation.
3. This is not a “valued” policy as defined in the MNICine Insurance Act, 1963. If the total insured value under the Cargo Policy covering CIF value, the Duty Policy and all Increased Value policies together shall exceed the MNICket Value of the goods at destination, then the claim payable together shall not exceed the specified proportion of the MNICket Value of the goods at destination. This insurance will pay in the same proportion as the sum insured hereunder bears to the total insurance on increased value policies. Where the total sum insured under the relative CIF value insurance policy Duty policy and all policies, for increased values is less than the MNICket or realisable value of the cargo in good condition at destination the Assured, shall be considered to be his own insurer to the extent of such shortfall in sum insured.
4. In the event of a claim under this Policy, immediate notice of loss shall be given to the Company and a reasonable opportunity given to the Company to survey and assess the loss. The Assured shall co-operate with the Company and take all reasonable measures to minimise or prevent a loss.
5. This insurance shall not pay any part of General Average Contributions or Salvage Charges arising from any casualty whatsoever.

**Increased Value upon Arrival Clause (1) – MNIC040**

On Increase Value of Cargo as described herein (whether such cargo is insured herein or otherwise) by reason of liability for and/or payment of freight and/or duty and/or any charges on arrival at the place where these or any of them become due. This Policy covers all risks and embodies all the liberties clauses and conditions of the insurance on the cargo referred to above and is to be for the duration of such insurance on such cargo. This Policy is to pay the same proportion of the amount of insurance hereunder as the sum paid on the cargo insurance referred to above bears to the amount of such cargo insurance except that until the liability to pay freight and/or duty and/or charges arising this Policy only covers particular and/or general average loss (other than liability for general average expenditure) of the cargo referred to above. Should the liability to pay freight and/or duty /or charges be extinguished or diminished, then this insurance in the proportion of such extinction or diminution shall be deemed reduced.

**Mechanical, Electrical and Electronic Derangement clause – MNIC041**

- Version 1 - Excluding loss or damage due to mechanical, electrical or electronic derangement unless caused by insured peril
- Version 2 - Excluding loss or damage due to mechanical, electrical or electronic derangement unless caused by ITC „B’ peril.
- Version 3 - Excluding loss or damage due to mechanical, electrical or electronic derangement unless

caused by ICC „B' peril.

#### **Labels Clause – MNIC042**

Version 1 – Warranted that in the event of a claim resulting in damage to labels or wrappers only, the Insurer's liability shall be limited to an amount sufficient to pay the cost of new labels and wrappers and the cost of repacking the goods, but in no event shall the Insurer be liable for more than the insured value of the damaged merchandise.

Version 2 - In case of damage from perils insured against affecting labels only, loss to be limited to an amount sufficient to pay the cost of new labels and cost of re-labeling the goods provided the damage will have amounted to a claim under the terms of the policy.

#### **Limitation of Indemnity Clause – MNIC043**

In the event of loss or damage, the indemnity hereunder shall be limited to the actual cost of replacing or repairing the lost or damaged item plus freight and charges if applicable, but shall in no case exceed insured value hereunder.

#### **Loading and Unloading Clause – MNIC044**

This insurance is extended to include all loading and unloading risks.

#### **Denting, Chipping, Peeling, Twisting, Scratching, Bending Exclusion Clause – MNIC045**

Version 1 - Excluding loss or damage due to Denting, Chipping, Peeling, Twisting, Scratching, Bending unless caused by insured peril.

Version 2 - Excluding loss or damage due to mechanical Denting, Chipping, Peeling, Twisting, Scratching, Bending unless caused by ITC „B' peril.

Version 3 - Excluding loss or damage due to Denting, Chipping, Peeling, Twisting, Scratching, Bending unless caused by ICC „B' peril.

#### **Moth and Vermin Damage Exclusion Clause – MNIC046**

Excluding loss or damages due to moths, rats and other vermin.

#### **Mould and Mildew Exclusion Clause – MNIC047**

Excluding loss or damages due to mould and Mildew.

#### **Deck Cargo Warranty – MNIC048**

Warranted cargo carried on deck covered subject to ICC-C terms unless carried in fully enclosed metal container.

#### **Under Deck Warranty – MNIC049**

Warranted cargo shipped under deck.

#### **New Drum Warranty – MNIC050**

Warranted cargo carried in new drums.

#### **Onus of Proof Clause – MNIC051**

In any claim and/or any action suit or proceeding to enforce a claim for loss or damage hereunder, the burden of proving that the loss is recoverable under the policy and that no warranty or condition has been breached and that no exclusion applies shall fall upon the insured.

#### **Over Carriage Clause – MNIC052**

In case of over carriage interest held covered to destination at premium to be arranged including transshipment if any

#### **Picking Clause – MNIC053**

It is hereby understood and agreed that the damaged portion be picked out and undamaged portion be used. It is further declared that insurance shall pay cost of picking and rebailing for both sound and damaged material, provided the loss is caused by an insured peril under the policy. It is further declared and agreed that insurer's liability is restricted to insured value of packing less salvage proceeds of the picked material.

#### **Pitting and Oxidisation Exclusion Clause – MNIC054**

Excluding the risk of pitting and oxidization (unless caused by a peril insured against)

**Postal Sendings Clause – MNIC055**

Version 1 – risk to commence from the time the package leaves premises of the Assured and/or storage areas anywhere in the world and/or their authorized agents and to continue until delivery by the Postal Authorities to the addressee or his/their representatives and to include cover for the return journey if for reasons beyond the control of the Assured the goods are returned by the Postal Authorities.

**Process Clause – MNIC056**

No claim to attach hereto for damage to goods insured which may be sustained whilst the same is under any process and directly resulting therefrom.

**Professional Packing Warranty – MNIC057**

Warranted professionally packed.

**Proof of Posting Warranty – MNIC058**

Warranted proof of posting required in the event of loss.

**Proof of Value Warranty – MNIC059**

Warranted proof of value required in the event of a loss.

**Refrigerating Machinery Breakdown Clause – MNIC060**

Version 1 – Insurance includes loss or damage (material deterioration) resulting from breakdown of refrigerating machinery of the carrier for a period of 24 consecutive hours.

Version 2 – Excluding loss or damage to the cargo on account of breakdown of refrigerating machinery unless such breakdown has resulted on account of accident to the carrier.

**Cold Chain Exclusion Warranty – MNIC061**

Version 1 – Excluding loss or damage to the cargo on account of breakdown of cold chain unless such breakdown has resulted on account of accident to the carrier.

**Refused Shipment Clause – MNIC062**

In the event of refusal or inability of the insured or other consignee to accept delivery of cargo insured hereunder, this insurance is extended to cover such shipments during delay and/or return or until otherwise disposed off.

**Rejection Exclusion Clause – MNIC063**

Excluding rejection risk absolutely.

**Repairs effected by the Assured – MNIC064**

It is hereby understood and agreed that where repairs in respect of loss or damage covered hereunder are effected by the Assured, the claim is to include repair costs calculated on a basis which shall not exceed that used in accordance with assured's normal practice for repair work undertaken for third parties.

**Returned Shipment Clause – MNIC065**

In the event of shipment insured under this policy being returned for any reason, such shipments are covered continuously hereunder until disposed off by the insured. However, this clause does not extend to include return shipments of insured's interest for refurbishment and/or reconditioning and/or repair other than following loss or damage resulting from the original transit insured hereunder.

Report of such return shipments to be made by insured to the insurer as soon as practicable after they have knowledge of the same.

**Rust Oxidization and Discoloration Exclusion Clause – MNIC066**

Version 1 – Excluding loss or damage due to Rust Oxidization and Discoloration unless caused by insured peril

Version 2 - Excluding loss or damage due to Rust Oxidization and Discoloration unless caused by ITC „B' peril.

Version 3 - Excluding loss or damage due to Rust Oxidization and Discoloration unless caused by ICC „B' peril.

Version 4 - Excluding loss or damage due to Rust Oxidization and Discoloration unless caused by the vessel being stranded, sunk, burnt on fire or in collision.



**Rust Oxidization, Discoloration Moisture Contamination Moth Mildew and Parasitical infestation Exclusion Clause – MNIC067**

Version 1 – Rust Oxidization, Discoloration Moisture Contamination Moth Mildew and Parasitical infestation unless caused by ITC B peril.

Version 2 - Rust Oxidization, Discoloration Moisture Contamination Moth Mildew and Parasitical infestation unless caused by by ICC „B' peril.

Version 3 - Rust Oxidization, Discoloration Moisture Contamination Moth Mildew and Parasitical infestation unless caused by by ICC „C peril.

**Salvage waiver clause – MNIC068**

Insurers agree to waive rights of salvage on any branded interest which has received damaged under loss within the terms of this policy and where it is found impracticable to remove or destroy assured's connection therewith, such interest to be destroyed under the supervision of the surveyor appointed by the insurer.

**Seals Intact Clause – MNIC069**

In respect of shipment in container, curtain sided trailers or full truck load, provided documentary evidence is produced to substantiate the quantity loaded in a container trailer or vehicle, the fact that the container, trailer or vehicle seal is intact at point of unloading shall not invalidate claims for theft, pilferage, shortage and non-delivery.

**Sellers' Interest – MNIC070**

In respect of those exports sold on F.O.B., C.&F. or similar terms and where the Assured are not obliged or instructed to arrange insurance hereunder, but excluding F.O.B. or C.&F. Sales made through confirming houses and the like and where full payment is received before shipment, the following shall apply.

(1) This insurance is to cover the interest of the Assured as seller of goods in respect of those consignments sold on "free on board" and "cost and freight" terms despatched on or after the commencement date appearing in the Policy.

(2) This insurance commences from the attachment of the Assured's interest in the goods but unless otherwise specifically agreed not prior to the time the goods are set in motion in the Assured's and/or Sub-Contractor's Premises, Storage Depots and/or Warehouses for the commencement of

Transit and terminates when the goods are delivered into the carrying vessel at the port of place of loading. Including all Loading and Unloaded Risks.

During this transit this insurance is subject to the standard MNICine Policy Form incorporating cover against perils as per contract wording and Institute Strikes Clauses.

(3) Thereafter cover re-attaches retrospective to the commencement of the transit if one or more of the following contingencies occur:-

(a) the buyer fails or refuses to accept the shipping documents.

(b) the buyer fails or refuses to accept the goods where such failure or refusal arises:

(i) from or in connection with any error or omission on the part of the Assured with respect to the contract of sales;

(ii) from the failure or inability of the buyer to obtain authority to import the goods where it is necessary under the regulations of the buyer's country in force at the date of sale contract to obtain due authority to import the goods and/or to pay for them as contracted and invoiced.

(c) the Assured exercises a lien on the goods, or interrupts their transit, or suspends the sale contract whilst the goods are in transit, when this is reasonable to safeguard his interests.

(4) The Assured must use all reasonable and usual care, skill and aforethought and take all practical measures, including measures which may be required by the Insurers to prevent or minimise loss, and to enforce the contract of sale.

(5) All rights and benefits against the buyer and/or the buyers insurers, and/or carrier(s) and/or persons are to be subrogated to the Underwriter.

(6) The Assured must advise the Underwriter immediately of the occurrence of any of the contingencies in Clause 3 above.

(7) Delay and/or Deviation are held covered at an additional premium to be agreed. This overrides any term, condition or clause to the contrary in the Policy or in the Institute Clauses incorporated herein by reference.

(8) This insurance and any money payable under it is not assignable without the consent in writing of the Underwriter.

(9) The existence of this Insurance is not to be disclosed to the buyer.

(10) In circumstances where the Buyer's Insurers have settled a claim but where the buyer is unable to effect payment of the Assured's invoice in full or in part, due to foreign exchange regulations, Underwriters hereunder agree to advance the unpaid amount to the Assured, provided the Assured subsequently takes all reasonable steps to recover the unpaid amount from the Buyer, in order to reimburse Underwriter.

**Shortage or leakage Excess Clause – MNIC071**

Version 1 - Risk of shortage or leakage payable in excess of Version 2 – Including leakage, shortage, loss in weight from any source whatsoever arising but in excess of

\_% each tank value or on the whole value unless recoverable under Institute Cargo Clauses „C .

Warranted loading discharge operations supervised by surveyors appointed by underwriters at Assured's cost.

**Spotting exclusion clause – MNIC072**

Excluding loss or damage on account of spotting.

**Stains Exclusion clause – MNIC073**

Excluding loss or damage on account of Stains.

**Sweating and Heating Exclusion Clause – MNIC074**

Excluding loss or damage on account of sweating and heating.

**Sweating, Heating and Fresh water damage exclusion clause – MNIC075**

Excluding loss or damage on account of Sweating, Heating and Fresh water.

**Total loss of vessel only (cargo) clause – MNIC076**

Insurance to pay as may be paid on Cargo Policies in the event of total loss of vessel only.

**Unattended Vehicle Warranty – MNIC077**

Version 1 – Warranted carrying vehicle fully locked, properly fastened and secured with alarms and immobilizers engaged when left unattended and not left in the open at night if loaded with the insured interest.

**Restricted cover clause – MNIC078**

Version 1 - It is warranted that the cover under the policy shall cease on arrival of the vessel at the following ports / airports:

Afghanistan, Albania, Algeria, Armenia, Bangladesh, Benin, Bhutan, Bosnia- Hercegovina, Burkina, Croatia, Cuba, Gaza Strip, Iraq, Lebanon, Libya, Lithuania, Macedonia, Mauritius, MyanMNIC, Nepal, Pakistan, Somalia, Sri Lanka, Syrian Arab Republic, Vanuatu and all countries of African Continent & all CIS countries.

For transit by rail / road in respect of MyanMNIC, Nepal, Bhutan, Bangladesh & Pakistan the cover shall cease on arrival vehicle / railway wagon at the Indian border”

Version 2 - It is warranted that the cover under the policy shall cease on arrival of the vessel at the destination airport

Version 3 - It is warranted that the cover under the policy shall cease on arrival of the vessel at the destination port.

Version 4 - It is warranted that the cover under the policy shall cease on arrival of the vehicle at the Indian border.

Version 5 - It is warranted that the cover under the policy shall cease on arrival of the railway wagon at the Indian border.

**Minimum & Deposit Premium Clause – MNIC079**

The policy is subject to M&DP (Minimum & Deposit Premium) of 100% of the Annual Premium, including Service Tax, Education Cess & Stamp Duty). It is further agreed that in case any increase in Turnover is expected during the currency of this policy the additional premium at the agreed rate shall be paid on such increased turnover thus expected and such premium shall be considered as a components of M&DP. However adequacy of sum insured shall be maintained by the Insured at all times in the absence of which all benefits under the policy shall stand forfeited from the date the sum insured becomes exhausted. The Insurer shall have the privilege at any time during business hours to inspect the records of the company with respect to sendings / turnover falling within the terms and conditions of the Policy.

**50:50 CLAUSES – MNIC080**

In respect of the subject matter Insured hereunder consigned from outside India:

The insured hereby undertakes to inspect each item of the subject matter Insured upon arrival at the contract site for possible damage sustained during transit.

In the case of packed items which are to be left in their packaging until a later date the packaging is to be visually inspected for signs of possible damage and where such damage is visible the items are to be unpacked and inspected and any damage discovered reported to the MNICine Insurers.

Where the packaging of any item shows no visible signs of damage to such item having been sustained during transit any subsequent damage discovered upon unpacking will be dealt by the MNICine Insurers or the EAR Insurers according to whether it can be clearly established that such damage was caused before or after arrival at the contract site.

Where it is not possible to clearly establish whether the damage to an item was caused before or after arrival at the contract site it is hereby agreed that the cost of such damage shall be shared equally between the MNICine Insurers and the EAR Insurers. Provided such a clause is included in the EAR Policy also.”

**Special Contract or Private Carriers Warranty – MNIC081**

The liability of the Insurer shall be limited to a maximum of 75% of the assessed loss where the Consignment Note is issued limiting the liability of the Common Carriers, as defined in the Carriage By Road Act of 2007, in any respect by Special Contract duly signed by the Consignor, Consignee or by the duly authorized representative, Agents OR where the Consignment Note is issued by a Private Carrier or Freight Broker OR the vehicle belongs to the Assured(s).

This warranty would not apply where loss or damage has occurred whilst the goods are not in the custody of the Carriers.

**Speed Payment of Loss Clause – MNIC082**

No survey required on claims unlikely to exceed Rs.20,000/- . Assured s own certification along with documents as under would be sufficient in respect of such claims.

- a. Invoice
- b. Packing List
- c. Claim against Carrier with Acknowledgement
- d. Documentary evidence to prove the loss such as exceptions taken on delivery or damage / shortage / non-delivery certificate from concerned Carrier / Bailee.

Further,

When the claim documents submitted demonstrate, and this Insurer and the Assured agree, that only the quantum of the claim is yet to be agreed, a payment on account will be made equal to 50% of the lower of the amount (i) claimed by the Assured or (ii) agreed to by this Insurer within ten (10) business days after such agreement.

**Accumulation Clause – MNIC083 .**

Should there be an accumulation of interest beyond the limits expressed in this Contract by reason of any interruption of transit and/or occurrence beyond the control of the Assured, or by reason of any casualty and/or at a transshipping point and/or in a connecting vessel or conveyance, then, provided notice is given to the Underwriters as soon as known to the Assured, the Underwriters shall be liable for the full amount at risk, but in no event shall they be liable for more than twice the Contract limit.

**Change of Destination Clause MNIC084.**

In case of voluntary change of destination and/or deviation and/or delay within and/or beyond the Assured’s control, the insured goods are held covered hereunder subject to the Assured advise all such events to Underwriters upon coming to the knowledge of the Assured. Underwriters agree to hold the Assured covered against the risk insured hereunder whilst in transit or storage until arrival at the final destination to which the goods are insured or until the goods no longer at the risk of the Assured, whichever may first occur.

**Claims Clause MNIC085**

. Notwithstanding that the ship owner or other carrier has failed to acknowledge or otherwise reply to correspondence from the Insured regarding their liability for loss or damage, it is hereby agreed that claims recoverable under this Contract will be settled by the Insurer on the production of all other reasonable supporting documents.

**Container Demurrage Charges Clause MNIC086.**

This Contract shall cover demurrage charges and/or late penalties assessed against the Insured for the late return of containers when said containers are retained by the Insured at the instruction of the Insurer for inspection by the Insurer’s Surveyor in investigation of loss or damage recoverable in this Contract. The time period for which the insurer shall be liable for said charges and/or penalties shall begin at the time the Insurer instruct the Insured to retain the containers for inspection and end at the time the Insurer’s Surveyor instructs the Insured to return the container.

**Insolvency Exclusion Clause MNIC087.**

It is agreed that the Insolvency Exclusion Clause appearing in the relevant Institute Clause is deleted and replaced by the following: “This insurance shall not cover loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject matter insured on board the vessel, the Assured are aware, or in the ordinary course of their business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage.” This exclusion shall not apply where the insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject matter

insured in good faith under a binding contract”. Exclusion shall further not apply where Assured are not responsible for selection/charter of the vessel.

**Insured Value Clause MNIC088.**

The Insured value for goods purchased and/or sold by the Assured shall be 110% of Invoice Value of the Goods plus expenses incurred for Custom duties, Freight and all costs incurred up to receipt at the final receiving destination. Additional costs incurred after the discharge of the goods at the port of destination or place of delivery including but not limited to Customs duty, Freight, Fees, and all other costs may be declared by the Assured and shall be included in the Insured Value, provided that these additional costs has not already been included in the Insured Value or determined aforesaid.

**Landing, Warehousing and Forwarding Charges Clause MNIC089.**

When landing, warehousing and forwarding charges are incurred by reason of a peril against, or the Insurer will pay landing, warehousing, forwarding and special charges to the port or places of destination.

**Packaging & Containers Clause MNIC090.**

Underwriters agree to hold the Assured covered against loss of or damage to packaging (including packaging materials, shipping containers, crates, pallets or the like) while carried during an Insured Transit caused by an insured event.

**Packing Clause MNIC091.**

In the event of a claim being made for loss or damage which is alleged to be caused by insufficiency or suitability of packing or preparation of the subject-matter insured, Insurers hereby agree that they will not use such alleged insufficiency or suitability as a defence against the claim in any case where the packing or preparation was carried out by a party other than the Named Assured and the insufficiency or suitability arose entirely without the Named Assured’s privity or knowledge. For the purpose of this clause “packing” shall be deemed to including stowage in a container and/or other similar intermodal methods of unit load. Including all loading/unloading risks. The Assured agrees to assist Insurers in all respect to pursue rights of recovery against sellers and/or other third parties responsible for the loss or damage. The above agreement is not to interfere with the insurers’ rights of subrogation against packers and/or their insurers.

**Sue and Labor Clause MNIC092.**

In case of actual or imminent loss or damage, it shall be lawful and necessary for the Insured, their factors, servants or assigns, to sue labor and travel for in about the defense safeguard and recovery of the Interest, or any part thereof, without prejudice to this Contract nor shall the acts of the Insured or the Insurer in recovering, saving and preserving the Interest in case of loss or damage, be considered a waiver of acceptance of liability, to the charges whereof, the Insurer will contribute according to the rate and quantity of the sum hereon insured.

**Pairs & Sets Clause MNIC093.**

Where an insured item consists of articles in a pair or set, the Assured shall not be entitled to recover more than the proportionate sum insured in respect of the particular part or parts which may be lost or damaged, without reference to any special value which such part or parts may have as forming a pair or set.

**Self Survey Clause MNIC094.**

No Survey required on claims upto Rs 20,000/- . Assured’s own certification along with documents as under would be sufficient in respect of such claims.

- a) Photocopy of Invoice
- b) Photocopy of Lorry Receipt/Railway Receipt as applicable
- c) Photocopy of monetary claim letter against carriers duly acknowledged
- d) Documentary evidence to prove the loss such as exceptions taken on delivery or damage/shortage/non-delivery certificate from concerned Carrier/Bailee
- e) Claim Bill

The claims will be settled in full, based on the above documentation.

**Clause for Export / Import Consignments MNIC095.**

In respect of Road shipments to MyanMNIC, Nepal, Bhutan, Bangladesh & Pakistan the cover would terminate upon the insured cargo reaching the Indian border

**Bagged Cargo Clause MNIC096.**

“Excluding shortages from sound bags but including shortage from torn/burst bags with loss of quantity to be determined by the difference

between the weight of the damaged bags (to which should be eventually added the weight of sweepings in their sound condition) and the average weight of an equal number of sound bags at destination selected at random by the attending surveyor (for comparison with the torn/burst bags)

The above basis to be used for computing shortage from torn/burst bags, whether fully or partially empty.

Subject to a policy deductible, if any.”

**Loss Payee Clause MNIC097.**

Irrespective of invoice being in the name of the user, claim to be paid in the name of trader and NOC to be taken from the user.

**International MNICitime Dangerous Goods (IMDG) Code MNIC098.**

The international MNICitime Dangerous Goods (IMDG) Code was developed as uniform international code for the transport of dangerous goods by sea covering such matters as packing, container traffic and stowage, with particular reference to the segregation of incompatible substances

**Subrogation Waiver Clause MNIC099.**

Including waivers of subrogation against the Assured as defined herein and/or any party to whom such a waiver is given by the aforementioned in the course of their business.

Where the Assured are obliged as the result of subrogation proceedings on the part of cargo Underwriters to indemnify third parties and/or defend themselves against third party claims, such amount that the Assured are obliged to pay and/or all related costs of defence shall be reimbursed by the Underwriters hereunder.

**Special Exclusion Condition for Imports/Exports MNIC100.**

Notwithstanding anything herein stated to the contrary the policy excludes acts of piracy / hijacking / extortion / armed robbery / seizure in respect of cargo lost and / or damaged during any voyages / transit involving the Gulf of Aden or Somalian Territorial Waters

**Delay Caused by GA MNIC101.**

\*Delay beyond reasonable time period for ordinary course of transit, beyond the control of insured resulting into loss of commercial value of cargo is agreed to be settled based on fulfillment of following events:

\* Occurrence of peril of General Average / GA like event/ Piracy / Hijacking.

\* Occurrence of such peril resulting in rejection of cargo by Consignee's country's Health Authority

\* Basis of valuation for settlement of loss: Standard Cost of goods at Insured's Factory + Freight Paid on actual basis+ incidental charges if any.

\* Total sum insured for such coverage during the policy period is not to exceed Rs. 50 Lakh and / or maximum per sending limits mentioned in the policy in any one single transit whichever is less.

**Contamination and/or Fumigation Clause (to be read in conjunction with Brands Clause) MNIC101.**

In the event of the insured's merchandise placed in any mode of conveyance (rail/road/air/vessel) or any other place being fumigated and/or placed alongside any pollutant/poisonous material resulting in a direct/indirect loss or damage to insured's merchandise, the insurer/reinsurer agrees to indemnify the insured for such loss or damage, and the insured agrees to subrogate to the insurer/reinsurer any recourse that they may have for recovery of such loss or damage from others. For the purpose of deciding the extent of direct/indirect loss, the Insured, exercising a reasonable discretion, shall be the sole judge as to whether the goods involved in such a circumstance or any loss hereunder are suitable for MNICketing and no goods deemed by the insured to be unfit for MNICketing shall be sold or otherwise disposed of except by the insured or with the insured's consent, but the Insured shall allow Insurers any salvage obtained on any sale or other disposition of such goods.

**Letter of Credit Clause MNIC102.**

Notwithstanding the Conditions of this Contract it is agreed, subject to the prior approval of Underwriters, that Certificates and/or Policies may be issued hereunder to enable the Assured to comply with the insurance requirements of any Letter of Credit and/or Sales Contract concerned, such agreement being conditional on the payment of any additional premium which may be required in the event that the cover required is wider than that provided by the current Contract Wording.

It is also agreed that regardless of the conditions on which any Certificates and/or Policies may be issued pursuant to the foregoing, the Assured named herein shall continue to enjoy the full protection of this Contract.

**Second Hand Machinery Replacement Clause MNIC102.**

In the event of Claim for Loss or damage to any part or parts of the Insured interest in consequence of a peril covered by the Policy, the amount



recoverable hereunder shall not exceed such proportion of the cost of replacement of the parts lost or damaged as the insured value bears to the value of new machinery, plus additional charges for forwarding and refitting the new part or parts if incurred.

**Notional Duty / Contingent Duty Clause MNIC103.**

The Policy covers the contingent liability that the insured may incur in case of a loss or damage to a duty free import consignment occurring during inland transit of such goods.

It is agreed that the damaged consignment will have to be replaced either by fresh import by paying duty or by procuring from the open MNICket. Claims shall be paid on submission of proof of payment of customs duty in case of re-import or proof of purchase from the open MNICket. The indemnity shall be restricted to the sum insured against the amount of duty paid on re-import or the difference between the MNICket price and the duty free import price (as the case may be) whichever is less.

The policy also covers the contingent liability that the insured may incur in case of a loss or damage to an export consignment occurring during inland transit of such goods

**Sanction Limitation and Exclusion Clause MNIC104.**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

**Missing Goods Clause MNIC105.**

Where the subject matter insured hereunder (or any apportionable part) becomes missing, after the lapse of 60 days from the expected time of delivery of the goods to the consignee's or other final warehouse or place of storage at the destination named herein, an actual total loss of the subject matter insured (or any apportionable part) may be presumed.

If, after the payment by the Insurer of an actual total loss as provided for above, the subject matter insured or whatever may remain thereof is located, the ownership and all proprietary rights incidental thereto shall be vested to the Insurer. The Assured hereunder shall, nevertheless, have the option of repurchasing from the Insurer the subject matter insured or whatever may remain thereof.

**Repacking Clause MNIC106.**

It is understood and agreed that should outer packing be damaged from any cause which renders interest unfit for on-shipment or distribution, irrespective of final destination shown herein, Insurers to pay the cost of reasonable repacking expenses, provided such damage occurred during the currency of this Insurance.

**Difference in Conditions Clause MNIC107.**

With respect to shipments purchased by the Assured on CIF or similar terms, whereby ocean MNICine insurance is arranged by the Seller and/or others, this insurance is extended to cover the difference in conditions between such other insurance and the conditions of the insurance for which the merchandise would have otherwise have been insured hereunder.

All shipments covered hereunder shall be valued at the amount of the Sellers/Others insurance.

**Currency Clause MNIC108 .**

The payment of insurance premium or loss under this Policy shall be made in contract currency, if applicable, In case that premium or loss is paid in local currency, the premium payment will be based on the exchange rate of "Oonda" site on the mutually agreed date and payment of loss the exchange rate will be based on the exchange rate of "Oonda" site on the date of payment, unless otherwise mutually agreed

**Deliberate damage - Customs Clause MNIC109 .**

Cover is extended to include the physical loss of or damage to the Goods insured arising out of the performance of inspection duties by the relevant Customs and/or immigration Authorities or any other duly constituted governmental agency of any State or Territory who ore performing inspection duties in accordance with any governmental law, statute, mandate, rule or regulation covering the import or export of sold Goods.

**Errors and Omissions Clause MNIC110 .**

This insurance shall not be prejudiced by any unintentional error, omission or delay in remittance of copies of policies and/or certificates and/or declarations or by any unintentional error in the amount or the description of the interest, vessel or voyage If the goods insured be shipped by another vessel or conveyance; provided prompt notice be given this Compony as soon as said facts become known to the Assured.



**Fraudulent Bills of Lading MNIC111.**

This policy also covers physical loss of or damage to goods insured through the unknowing acceptance by the Assured and/or their Agents and/or Shippers of fraudulent Bills of Lading and/or Shipping Receipts and/or Messenger Receipts. In no event does this cover solely financial loss from fraud or misstatement. Also to cover loss of or damage to goods insured caused by the utilisation of legitimate Bills of Loading and/or other shipping documents without the authorisation and/or consent of the Assured or its agents.

**Law and Jurisdiction Clause MNIC112.**

This insurance shall be governed by and construed in accordance with the law of England and each party agrees to submit to the exclusive jurisdiction of the Courts of England

**Location Reporting Procedure Clause MNIC113.**

Named Locations as per Attachment are covered,

New location(s) intended to be covered under this Policy as Named Locations are automatically covered subject to declaration to insurers in writing as soon as possible but not later than 90 days from risk attachment.

**Loss Payee Clause MNIC114.**

Agreed that any Lender(s) sorting and/or Financiers and/or any other party whom the insured give instructions to include hereunder as a Loss Payee, are incorporated into this contract as a Loss Payee, for their respective rights and interest but only as far as any losses which may be recoverable under the terms, conditions and clauses of this contract

**Special Replacement Clause MNIC115.**

In the event of a claim under the special replacement clause, the underwriters are only to pay such proportion of the insured value (i.e. the recondition value) bears to the current cost of the new machine at present day's price.

**Nominated Adjuster & Recovery Agent Clause MNIC116.**

For the assessment and adjustment of a loss, and any subsequent recovery action, the international adjusters and/or its representatives in the attachment shall be first priority to be agreed between the insured and the insurer.

**Control Of Damaged Goods and/or Merchandise and/or Property MNIC117.**

Notwithstanding anything to the contrary contained elsewhere in this policy, it is understood and agreed that in case of damage, or if the assured reasonably suspects damage may exist, to goods and/or merchandise and/or property insured under this policy, the assured shall be the sole judge as to whether disposal or sale of such goods and/or merchandise and/or property is detrimental to its interests. Such goods would then be either destroyed by the assured in the presence of the Insurer or their representative or the assured shall dispose of the goods and/or merchandise and/or property to its best advantage with the insurer being entitled to its share of the net proceeds resulting from such disposition.

**Container, Trailer or Railcar Demurrage Charges Clause MNIC118.**

If the Assured is instructed by Underwriters to hold an intermodal container, trailer or rail car and if the Assured is assessed a demurrage charge for holding the intermodal container, trailer or rail car past the return date, Underwriters will pay the demurrage charges.

The amount Underwriters will pay shall be the charges assessed from the time Underwriters direct the Assured to hold the container, trailer or rail car until the time Underwriters inform the Assured that the container, trailer or rail car can be released

**Sorting Charges MNIC119.**

It is agreed that, in the event of the Assured and/or consignee complying with the surveyor's instructions to separate shipping packages showing signs of external damage from the sound packages to ascertain possible loss arising from a peril insured against, such expenses as approved by the surveyor shall be for the account of Insurers even though a claim may not subsequently result hereunder



## GRIEVANCE MECHANISM

Any Grievance of the Complainant sent in a written communication to the Company at any of the touch points as mentioned, shall be addressed within 14 days of the receipt of the complaint.

### Escalation Matrix:

#### Step 1

Call: 1800 12000

Email: support@edelweissinsurance.com

#### Step 2

If the response is not as per Complainant's expectations he/she may contact the Grievance Cell at the below touch-points:

- Email: grievance@edelweissinsurance.com
- Address: Edelweiss General Insurance Company Limited, Kohinoor City Mall, Tower 3, Kirol Road, Kurla West, Mumbai 400070

#### Step 3

If the response is not as per Complainant's expectations he/she may contact the Company's Grievance Redressal Officer at:

- Email: grievanceofficer@edelweissinsurance.com
- Address: Edelweiss General Insurance Company Limited, Kohinoor City Mall, Tower 3, Kirol Road, Kurla West, Mumbai 400070

#### Step 4

If the Complainant is not still not satisfied with the response or does not receive a response from the Company within 14 days, the Complainant may approach the Grievance Cell of the IRDAI on the following contact details:

- IRDAI Grievance Call Centre (IGCC) TOLL FREE NO: 155255; Email ID: complaints@irda.gov.in
- Register online at: <http://www.igms.irda.gov.in/>
- Address for communication for complaints by fax/paper: Consumer Affairs Department, Insurance Regulatory and Development Authority of India Sy. No. 115/1, Financial District, Nanakramguda, Gachibowli Hyderabad - 500032

#### Step 5

If the complaint/grievance has still not been resolved, the Complainant may approach the Office of the Insurance Ombudsman established by the Central Government of India

as per Rule 13 and Rule 14 of the Insurance Ombudsman Rules, 2017 ('Ombudsman Rules').

The following complaints can be lodged with the Insurance Ombudsman:

1. Any partial or total repudiation of claims by an insurer;
2. Any dispute in regard to premium paid or payable in terms of the policy;
3. Any dispute on the legal construction of the policies in so far as such disputes relate to claims;
4. Delay in settlement of claims;
5. Non-issue of any insurance document to customers after receipt of premium.

Manner in which complaint is to be made Rule 14 of the Ombudsman Rules:-

1. Any person who has a grievance against the Company, may himself or through his legal heirs make a complaint in writing to the Ombudsman within whose jurisdiction the branch or office of the Company complained against is located.
2. The complaint shall be in writing duly signed by the complainant or through his legal heirs and shall state clearly the name and address of the complainant, the name of the branch or office of the insurer against which the complaint is made, the fact giving rise to the complaint.
3. No complaint to the Ombudsman shall lie unless:
  - the complainant had before making a complaint to the Ombudsman, made a written representation to the Company/insurer named in the complaint and either insurer had rejected the complaint or the complainant had not received any reply within a period of one month after the insurer concerned received his representation or the complainant is not satisfied with the reply given to him by the insurer;
  - the complaint is made not later than one year after the insurer had rejected the representation or sent his final reply on the representation of the complainant; and
  - the complaint is not on the same subject matter for which any proceedings before any court or Consumer Forum or arbitrator is pending or was so earlier.



## Ombudsman and Addresses

Mentioned below are contact details of Ombudsman:

CONTACT DETAILS	JURISDICTION
<b>AHMEDABAD</b> Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email:- <a href="mailto:bimalokpal.ahmedabad@ecoi.co.in">bimalokpal.ahmedabad@ecoi.co.in</a>	State of Gujarat, Union Territory of Dadra & Nagar Haveli & Union Territory of Daman and Diu.
<b>BENGALURU</b> Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No.57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru-560 078. Tel.:- 080-26652048 / 26652049 Email:- <a href="mailto:bimalokpal.bengaluru@ecoi.co.in">bimalokpal.bengaluru@ecoi.co.in</a>	State of Karnataka
<b>BHOPAL</b> Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 033. Tel.:- 0755-2769200/201/202, Fax:- 0755-2769203 Email:- <a href="mailto:bimalokpal.bhopal@ecoi.co.in">bimalokpal.bhopal@ecoi.co.in</a>	States of Madhya Pradesh and Chattisgarh
<b>BHUBANESHWAR</b> Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.:- 0674-2596461 / 2596455, Fax:- 0674-2596429 Email:- <a href="mailto:bimalokpal.bhubaneswar@ecoi.co.in">bimalokpal.bhubaneswar@ecoi.co.in</a>	State of Odisha
<b>CHANDIGARH</b> Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.:- 0172-2706196/ 2706468 Fax:- 0172-2708274 Email:- <a href="mailto:bimalokpal.chandigarh@ecoi.co.in">bimalokpal.chandigarh@ecoi.co.in</a>	States of Punjab, Haryana, Himachal Pradesh, Union Territory of Jammu & Kashmir, Union Territory of Ladakh and Union Territory of Chandigarh
<b>CHENNAI</b> Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453 , Anna Salai, Teynampet, CHENNAI – 600 018. Tel.:- 044-24333668 / 24335284 Fax:- 044-24333664 Email:- <a href="mailto:bimalokpal.chennai@ecoi.co.in">bimalokpal.chennai@ecoi.co.in</a>	State of Tamil Nadu and Union Territories - Puducherry Town and Karaikal (which are part of Union Territory of Puducherry)
<b>DELHI</b> Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.:- 011-23232481/23232481 Email:- <a href="mailto:bimalokpal.delhi@ecoi.co.in">bimalokpal.delhi@ecoi.co.in</a>	State of Delhi
<b>ERNAKULAM</b> Office of the Insurance Ombudsman, 2nd floor, Pulinat Building, Opp. Cochin Shipyard, M.G. Road, Ernakulam - 682 015. Tel.:- 0484-2358759/2359338 Fax:- 0484-2359336 Email:- <a href="mailto:bimalokpal.ernakulam@ecoi.co.in">bimalokpal.ernakulam@ecoi.co.in</a>	State of Kerala, Union Territory of Lakshadweep and Mahe, a part of Puducherry
<b>GUWAHATI</b> Office of the Insurance Ombudsman, 'Jeevan Nivesh', 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.:- 0361- 2632204 / 2602205 Email:- <a href="mailto:bimalokpal.guwahati@ecoi.co.in">bimalokpal.guwahati@ecoi.co.in</a>	States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
<b>HYDERABAD</b> Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court" Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.:- 040- 67504123 / 23312122 Fax:- 040-23376599 Email:- <a href="mailto:bimalokpal.hyderabad@ecoi.co.in">bimalokpal.hyderabad@ecoi.co.in</a>	States of Andhra Pradesh, Telangana and Union Territory of Yanam - a part of Puducherry

CONTACT DETAILS	JURISDICTION
<b>JAIPUR</b> Office of the Insurance Ombudsman, Jeevan Nidhi-II Bldg., Ground Floor, Bhawani Singh Marg, Jaipur - 302005. Tel.:- 0141-2740363 Email:- <a href="mailto:bimalokpal.jaipur@ecoi.co.in">bimalokpal.jaipur@ecoi.co.in</a>	State of Rajasthan
<b>KOLKATA</b> Office of the Insurance Ombudsman, Hindustan Building Annexe, 4th floor, 4, C.R. Avenue, Kolkata - 700 072. Tel.:- 033-22124339 / 22124340, Fax:- 033-22124341 Email:- <a href="mailto:bimalokpal.kolkata@ecoi.co.in">bimalokpal.kolkata@ecoi.co.in</a>	States of West Bengal, Bihar, Sikkim and Union Territory of Andaman and Nicobar Islands
<b>LUCKNOW</b> Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow-226 001. Tel.:- 0522-2231330 / 2231331, Fax:- 0522-2231310. Email:- <a href="mailto:bimalokpal.lucknow@ecoi.co.in">bimalokpal.lucknow@ecoi.co.in</a>	Districts of Uttar Pradesh: Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varansi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sulanpur, Maharajganj, Santkabirnagar, Azamgarh, Kaushinagar, Gorkhpur, Deoria, Mau, Chandauli, Ballia, Sidharathnagar
<b>MUMBAI</b> Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.:- 022- 26106552/ 26106960, Fax:- 022-26106052 Email:- <a href="mailto:bimalokpal.mumbai@ecoi.co.in">bimalokpal.mumbai@ecoi.co.in</a>	State of Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane
<b>NOIDA</b> Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector-15, Distt: Gautam Budh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email:- <a href="mailto:bimalokpal.noida@ecoi.co.in">bimalokpal.noida@ecoi.co.in</a>	State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozabad, Gautam Budh Nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur
<b>PATNA</b> Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna - 800 006. Tel.: 0612-2680952 Email:- <a href="mailto:bimalokpal.patna@ecoi.co.in">bimalokpal.patna@ecoi.co.in</a>	States of Bihar and Jharkhand
<b>PUNE</b> Office of the Insurance Ombudsman, Jeevan Darshan Building, 3rd Floor, CTS Nos. 195 to 198, NC Kelkar Road, Narayan Peth, Pune - 411 030 Tel: 020 -41312555 Email:- <a href="mailto:bimalokpal.pune@ecoi.co.in">bimalokpal.pune@ecoi.co.in</a>	State of Maharashtra, Area of Navi Mumbai and Thane, excluding Mumbai Metropolitan Region