



## Cargo Insurance



### Risk Solutions

Munich Re Risk Solutions Ireland Ltd  
Asgard House  
19/20 City Quay  
Dublin 2, D02 K744  
Tel: +353 1 6359104

**NOT IF, BUT HOW**

## Schedule Cargo Insurance

Policyholder	The Policyholder is: Eurostyle Ltd & Premium Golf Brands Ltd & MDG Golf Ltd and/or subsidiary companies within Ireland and European Economic Area (EEA).
Address	The Policyholder's address is: Fitzs Boren, Old Mallow Road, Cork
Noted Interests	None
Business Description	The Policyholder's business description is: Sports clothing and sports equipment including golf bags, kit bags, promotional equipment associated with the sports & leisure industry including corporate embroidery of crests on clothing, ties etc  The cover provided by this insurance only applies to goods or equipment which is stated as subject-matter insured within this Policy.
Applicable Policy Wording	This insurance is subject to the terms of Munich Re Risk Solutions Ireland Limited Cargo Wording reference CGMIST0421 together with the Institute Clauses which constitute part of this insurance.
Policy Reference	The reference applying to this Policy is CG210119277
Period of Insurance	The period of insurance is from: 00:00 01 July 2021 to 24:00 30 June 2022 local time at the Policyholder's address.
Schedule Number	This is Schedule number 001
Effective From	This Schedule is effective from: 00:00 01 July 2021 local time at the Policyholder's address.
Reason for Issue	Renewal
Date of Issue	This Schedule was issued on 25 August 2021

Schedule  
Cargo Insurance  
Contact Information

<p>How to obtain clarification about and/or make changes to this Policy</p>	<p>If there is anything which you do not understand or if the cover specified in this Schedule or the Wording does not meet your needs, or if you need to make any changes, please contact the Policyholder's insurance broker:</p> <p>Aon Risk Solutions Harbour Street, Mullingar, Co. Westmeath +353 44 9334 060</p>
<p>How to make a claim</p>	<p>If you need to make a claim or notify a potential claim, please refer to Claims Conditions and Procedures in the Wording and contact:</p> <p>The Policyholder's insurance broker or</p> <p>Claims Department NMU (Specialty) Ltd 5th Floor, The Exchange, New York Street, Manchester M1 4HN 0161 236 3380 <a href="mailto:claims@nmu.co.uk">claims@nmu.co.uk</a> <a href="http://www.nmu.co.uk">www.nmu.co.uk</a></p>
<p>How to cancel this Policy</p>	<p>If the Policyholder wishes to cancel this Policy, please refer to the Cancellation terms within About This Policy in the Wording and contact:</p> <p>Munich Re Risk Solutions Ireland Limited trading as Munich Re Risk Solutions Asgard House, 19/20 City Quay, Dublin 2 D02 K744 +353 1 635 9104</p>
<p>How to make a complaint</p>	<p>If you are dissatisfied with the service that you have received from us, please refer to Service Standards at the rear of this Schedule. You may contact either the Policyholder's insurance broker or:</p> <p>The Compliance Department Munich Re Risk Solutions Ireland Limited trading as Munich Re Risk Solutions Asgard House, 19/20 City Quay, Dublin 2 D02 K744 +353 1 635 9104 <a href="mailto:mrrsicompliance@munichre.com">mrrsicompliance@munichre.com</a></p>
<p>The Policyholder's Munich Re Risk Solutions Ireland Limited office</p>	<p>Any other enquiries should be directed to the Munich Re Risk Solutions Ireland Limited office which issued the Policy:</p> <p>Munich Re Risk Solutions Ireland Limited trading as Munich Re Risk Solutions Asgard House, 19/20 City Quay, Dublin 2 D02 K744 +353 1 635 9104</p>

Schedule  
Cargo Insurance  
Insurer, Security, Law and Jurisdiction

Insurer	<p>Lloyd's Insurance Company SA (LIC) for Munich Re Risk Solutions Ireland Limited</p> <p>The Insurer is Lloyd's Insurance Company SA, and we, us and our will be construed as meaning the Insurer. When used, the term Underwriter will have the same meaning as Insurer.</p> <p>Lloyd's Insurance Company S.A. is a Belgian limited liability company (société anonyme / naamloze vennootschap) with its registered office at Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium and registered with Banque-Carrefour des Entreprises / Kruispuntbank van Ondernemingen under number 682.594.839 RLE (Brussels). It is an insurance company subject to the supervision of the National Bank of Belgium.</p> <p>Munich Re Risk Solutions Ireland Limited acts as an agent of Lloyd's Insurance Company S.A. in performing its duties under the Binding Authority Agreement with the Unique Market Reference B1097ABI211020.</p> <p>Munich Re Risk Solutions Ireland Limited Registered in Ireland no. 630744 Registered office: Asgard House, 19/20 City Quay, Dublin 2 D02 K744 Authorised and regulated by the Central Bank of Ireland</p>
Law and Jurisdiction	<p>This insurance is governed by Irish law and practice and is subject to the exclusive jurisdiction of the Irish Courts.</p>
Service of Suit	<p>Insurers agree that all summonses, notices or processes requiring to be served upon them for the purpose of instituting any legal proceedings against them in connection with this insurance shall be properly served if addressed to them and delivered to them care of Munich Re Risk Solutions Ireland Limited who in this instance, have authority to accept service on their behalf. This should be sent to The Claims Manager, NMU (Specialty) Ltd at the address shown under Contact Information "How to make a claim".</p> <p>Insurers by giving this authority do not renounce their right to any special delays or periods of time to which they may be entitled for the service of any summonses, notices or processes by reason of their place of residence or domicile.</p>

Schedule  
 Cargo Insurance  
 Premium, Taxes and Schedule History

	The premium has been calculated on the basis of the information provided to us.														
Premium	Minimum retained premium on adjustment	EUR	6,900.00												
	This is the premium and tax position applying at inception. For premium and tax applying to mid-term changes please refer to the Schedule and Alterations History.														
Compulsory Government required charges	None														
Taxes Payable by the Policyholder, administered by the Insurer	<u>Ireland</u> Levy (EUR 200.00 Premium subject to tax at 5%)	EUR	10.00												
Taxes payable by the Policyholder and administered by the Policyholder	None														
Total Amount Payable	The total amount payable by the Policyholder to the Insurer is	EUR	6,910.00												
Deposit Premium	<p>This is a deposit premium payable at inception of this insurance. We will calculate the actual premium on expiry of the period of insurance based on a declaration from the Policyholder. Upon receipt of this declaration we will calculate the actual premium and either make a return, but not beyond the stated minimum retained premium, or charge an additional premium.</p> <p>The basis upon which we will calculate premium is:</p> <table border="1"> <thead> <tr> <th>Basis</th> <th>Rate or Premium</th> </tr> </thead> <tbody> <tr> <td>Imports and Exports between Ireland and Worldwide</td> <td>0.035%</td> </tr> <tr> <td>Storage</td> <td>0.2%</td> </tr> <tr> <td>Domestic Transits within Ireland</td> <td>0.01%</td> </tr> <tr> <td>Imports and Exports between Ireland and Inner Europe</td> <td>0.025%</td> </tr> <tr> <td>Imports and Exports between Ireland and United Kingdom</td> <td>0.025%</td> </tr> </tbody> </table> <p>The Policyholder must provide us with the required information to enable us to calculate the actual premium. Should this not be provided within 90 days of the expiry of the period of insurance, then we may make our own assessment based on either the information provided to us prior to inception of the period of insurance or published accounting figures. We will then calculate the actual premium accordingly.</p>			Basis	Rate or Premium	Imports and Exports between Ireland and Worldwide	0.035%	Storage	0.2%	Domestic Transits within Ireland	0.01%	Imports and Exports between Ireland and Inner Europe	0.025%	Imports and Exports between Ireland and United Kingdom	0.025%
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Schedule  
Cargo Insurance  
Premium, Taxes and Schedule History

<p>War and Strikes Risks Additional Premiums</p>	<p>The premium and any rates stated in this Schedule are inclusive where applicable of the Insurer's War and/or Strikes rates which apply to countries or territories rated as having a low or moderate risk.</p> <p>The Global Cargo Watch List (GCWL) rates countries or territories using a risk scale ranging from 0 to 10. This list can be located at: <a href="http://www.nmu.co.uk/products-and-services/cargo-insurance/war-and-strikes-risks/">www.nmu.co.uk/products-and-services/cargo-insurance/war-and-strikes-risks/</a></p> <p>Countries or territories with a low or moderate risk have a scale value of 0 to 1.5.</p> <p>Countries or territories with an elevated or high risk have a scale value of 1.6 to 3.1 and transits to, from or via and any transit or storage within these countries or territories will be subject to additional premium.</p> <p>Countries or territories with a very high, severe or extreme risk have a scale value of 3.2 and above and this insurance does not cover transits to, from or via and any transit or storage within these countries or territories.</p> <p>The Global Cargo Watch List is updated on a regular basis and the Policyholder is advised to check this immediately prior to the time the transit commences.</p> <p>The applicable GCWL scale value for any particular countries or territories will be, in respect of:</p> <ul style="list-style-type: none"> <li>• transits, the scale value which is in place at the time transit commences;</li> <li>• storage that is not in the ordinary course of transit, if insured, the time the relevant scale value changes in the GCWL.</li> </ul>												
<p>Geographical Areas</p>	<p>When used, the following Geographical Areas mean the groupings of countries or territories listed and these will have the same specific meaning throughout this Schedule:</p> <p><u>Inner Europe plus</u> Albania, Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark (other than Greenland), Estonia, Faroe Islands, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Republic of North Macedonia, Malta, Monaco, Montenegro, Netherlands, Norway (other than Svalbard), Poland, Portugal, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, The Channel Islands, The Isle of Man, The United Kingdom, Vatican City State.</p> <p><u>Ireland</u> Ireland and Northern Ireland.</p> <p><u>Worldwide</u> Any country or territory, other than those countries or territories for which this insurance does not cover any transit to, from or via and any transit or storage therein.</p>												
<p>Schedule and Alterations History</p>	<table border="1"> <thead> <tr> <th>Schedule Number</th> <th>Effective Date</th> <th>Applicable Premium</th> <th>Applicable Tax</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>01 July 2021</td> <td>EUR 6,900.00</td> <td>EUR 10.00</td> </tr> <tr> <td colspan="4">Reason for Issue: Renewal</td> </tr> </tbody> </table>	Schedule Number	Effective Date	Applicable Premium	Applicable Tax	001	01 July 2021	EUR 6,900.00	EUR 10.00	Reason for Issue: Renewal			
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001	01 July 2021	EUR 6,900.00	EUR 10.00										
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Schedule  
Cargo Insurance  
Subject-Matter Insured

	<p>The value of all subject-matter insured covered by this insurance must be included in the information provided to us prior to inception of this insurance and (if applicable) within any declaration of actual values under this insurance.</p> <p>Certain types of subject-matter insured are subject to exclusions and/or restrictions in cover.</p>
Subject-Matter Insured	<p>Subject-matter insured is the goods and/or equipment covered by this insurance, which is:</p> <p>Sports clothing and sports equipment including golf bags, kit bags, promotional equipment associated with the sports &amp; leisure industry including corporate embroidery of crests on clothing, ties etc</p> <p>new or otherwise, appertaining to the Policyholder's normal business activities consistent with the Business Description stated within this Schedule, owned by the Policyholder or which is in the care, custody or control of the Policyholder, or held in trust by them.</p> <p>The words subject-matter insured include, any employees' effects, goods, equipment, stands, tools or samples covered under section 2 if insured, and any other goods or equipment covered by this Policy.</p> <p>Unless stated to the contrary within this Policy, this insurance does not cover any goods or equipment carried or stored by the Policyholder or other Assured under a contract for hire or reward.</p>

Schedule  
Cargo Insurance  
Basis of Valuation

<p>Basis of Valuation</p>	<p>The basis of valuation is the method of establishing the insured value of subject-matter insured for the purpose of calculating the value of claims under this insurance and by which the Policyholder must calculate the values of subject-matter insured advised to us prior to inception of this insurance, and (if applicable) in any declaration of actual values under this.</p> <p>It is recommended that the Policyholder also uses the basis of valuation to calculate suitable amounts in respect of limits.</p>										
	<p>The basis of valuation applying to this insurance is as follows, but these do not apply:</p> <ul style="list-style-type: none"> <li>• to any employees' effects, goods, equipment, tools or samples for which there is cover under Section 2 (which are subject to separate basis of claims settlement); or</li> <li>• if otherwise stated within this Policy.</li> </ul>										
<p>During Transit</p>	<p>Applying to subject-matter insured during transit</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>The Policyholder's export sales made on Incoterms CIP, CIF, DAP, DPU, DDP or other delivered terms.</p> </td> <td style="width: 50%; vertical-align: top;"> <p>The Policyholder's sales invoice value plus 10%. Plus any additional costs incurred in respect of duty and taxes as per the Duty and Taxes Clause.</p> </td> </tr> <tr> <td style="vertical-align: top;"> <p>The Policyholder's export sales made on Incoterms EXW, FAS, FCA, FOB, CPT, CFR.</p> </td> <td style="vertical-align: top;"> <p>The Policyholder's sales invoice value. Plus any additional costs incurred in respect of duty and taxes as per the Duty and Taxes Clause.</p> </td> </tr> <tr> <td style="vertical-align: top;"> <p>The Policyholder's import purchases.</p> </td> <td style="vertical-align: top;"> <p>Purchase invoice value to the Policyholder plus the costs of freight and insurance both if incurred plus 10%. Plus any additional costs incurred in respect of duty and taxes as per the Duty and Taxes Clause.</p> </td> </tr> <tr> <td style="vertical-align: top;"> <p>Domestic Transit.</p> </td> <td style="vertical-align: top;"> <p>The sales invoice value applicable to the transit being undertaken. Plus any additional costs incurred in respect of duty and taxes as per the Duty and Taxes Clause.</p> </td> </tr> <tr> <td style="vertical-align: top;"> <p>Transits between the Policyholder's operating companies or between premises at which the Policyholder stores subject-matter insured or which do not involve an external commercial sale or purchase.</p> </td> <td style="vertical-align: top;"> <p>The Policyholder's recorded internal sales value. Should no recorded internal sales value exist then new replacement value for subject-matter insured which is not more than one year old on the date of the incident giving rise to the claim under this insurance, otherwise replacement cost with goods or equipment of a similar specification, condition and age. Plus any additional costs incurred in respect of duty and taxes as per the Duty and Taxes Clause.</p> </td> </tr> </table>	<p>The Policyholder's export sales made on Incoterms CIP, CIF, DAP, DPU, DDP or other delivered terms.</p>	<p>The Policyholder's sales invoice value plus 10%. Plus any additional costs incurred in respect of duty and taxes as per the Duty and Taxes Clause.</p>	<p>The Policyholder's export sales made on Incoterms EXW, FAS, FCA, FOB, CPT, CFR.</p>	<p>The Policyholder's sales invoice value. Plus any additional costs incurred in respect of duty and taxes as per the Duty and Taxes Clause.</p>	<p>The Policyholder's import purchases.</p>	<p>Purchase invoice value to the Policyholder plus the costs of freight and insurance both if incurred plus 10%. Plus any additional costs incurred in respect of duty and taxes as per the Duty and Taxes Clause.</p>	<p>Domestic Transit.</p>	<p>The sales invoice value applicable to the transit being undertaken. Plus any additional costs incurred in respect of duty and taxes as per the Duty and Taxes Clause.</p>	<p>Transits between the Policyholder's operating companies or between premises at which the Policyholder stores subject-matter insured or which do not involve an external commercial sale or purchase.</p>	<p>The Policyholder's recorded internal sales value. Should no recorded internal sales value exist then new replacement value for subject-matter insured which is not more than one year old on the date of the incident giving rise to the claim under this insurance, otherwise replacement cost with goods or equipment of a similar specification, condition and age. Plus any additional costs incurred in respect of duty and taxes as per the Duty and Taxes Clause.</p>
<p>The Policyholder's export sales made on Incoterms CIP, CIF, DAP, DPU, DDP or other delivered terms.</p>	<p>The Policyholder's sales invoice value plus 10%. Plus any additional costs incurred in respect of duty and taxes as per the Duty and Taxes Clause.</p>										
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Schedule  
Cargo Insurance  
Basis of Valuation

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During Storage that is not in the ordinary course of transit	Applying to subject-matter insured during storage that is not in the ordinary course of transit.	New replacement value for subject-matter insured which is not more than one year old on the date of the incident giving rise to the claim under this insurance, otherwise replacement cost with goods or equipment of a similar specification, condition and age. Plus any additional costs incurred in respect of duty and taxes as per the Duty and Taxes Clause.
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Schedule  
Cargo Insurance  
Situation Insured

<p>Situation Insured</p>	<p>You do not have insurance under any Section or clause shown as not insured.</p> <p>Please note the potential application of the Sanctions Clause within the General Exclusions.</p>
<p>Excluded and/or Restricted countries or territories</p>	<p>This insurance does not cover subject-matter insured during any transit to, from or via and any transit or storage within:</p> <ol style="list-style-type: none"> <li>1) Afghanistan, Cuba, Iran, Iraq, North Korea, Sudan, Syria;</li> <li>2) any country in which imports or exports are required to be insured in that country and cover under this insurance would be illegal, other than to the extent that the Policyholder's contingent financial interest is protected by the cover provided by this insurance;</li> <li>3) any country or territory with a very high, severe or extreme risk, having a scale value of 3.2 and above on the Global Cargo Watch List (GCWL). Please see <a href="http://www.nmu.co.uk/products-and-services/cargo-insurance/war-and-strikes-risks/">www.nmu.co.uk/products-and-services/cargo-insurance/war-and-strikes-risks/</a></li> </ol> <p>When this insurance does cover transits to: Brazil, Central African Republic, Lebanon, Libya, Mali, Mexico, Qatar, Somalia, South Sudan, Venezuela or Yemen</p> <p>there is no cover provided for subject-matter insured following:</p> <ol style="list-style-type: none"> <li>1) in respect of transit by sea or waterway, completion of unloading from the vessel onto either the quay or waiting conveyance at the port of entry;</li> <li>2) in respect of transit by air, completion of unloading from the aircraft onto the ground or waiting conveyance at the airport of entry;</li> <li>3) in respect of transit by land, crossing of the border;</li> </ol> <p>into the country concerned.</p>
<p>Section 1 Transit</p>	<p>Section 1 covers subject-matter insured whilst in the ordinary course of transit anywhere in the World, including during:</p> <ol style="list-style-type: none"> <li>1) domestic transit;</li> <li>2) transit between the Policyholder's operating companies and between premises at which the Policyholder stores subject-matter insured;</li> <li>3) customary transshipment;</li> <li>4) non-customary transshipment, but which is held covered subject to notice to us as soon as is practicable at an additional premium and on terms to be agreed by us.</li> </ol> <p>This insurance does not cover subject-matter insured whilst on deck, unless this is shipped in steel box containers within which it is fully enclosed and conveyed by vessels purpose-built for the carriage of containers or shipment is by roll-on/roll-off ferry service.</p> <p>Unless otherwise stated within this Policy, the cover provided under Section 1 attaches and terminates in accordance with the Duration Clause within the applicable Institute Clauses which constitute part of this insurance.</p> <p><u>Storage Risks</u></p> <p>There is no cover provided under Section 1 for subject-matter insured whilst in storage when this storage is not in the ordinary course of transit other than when specifically provided for by this insurance.</p>

Schedule  
 Cargo Insurance  
 Situation Insured

<p>Section 2 Ancillary Equipment</p>	<p>Section 2 covers specific goods and equipment as provided for by those clauses shown as insured:</p> <table border="0"> <tr> <td>Employees' Effects</td> <td>is not insured</td> </tr> <tr> <td>Engineers' and Policyholder's Representatives'</td> <td>is not insured</td> </tr> <tr> <td>Exhibition and Demonstration</td> <td>is not insured</td> </tr> <tr> <td>Materials Handling Equipment</td> <td>is not insured</td> </tr> <tr> <td>Own Goods and Equipment</td> <td>is not insured</td> </tr> <tr> <td>Stowage Accessories</td> <td>is not insured</td> </tr> </table>	Employees' Effects	is not insured	Engineers' and Policyholder's Representatives'	is not insured	Exhibition and Demonstration	is not insured	Materials Handling Equipment	is not insured	Own Goods and Equipment	is not insured	Stowage Accessories	is not insured
Employees' Effects	is not insured												
Engineers' and Policyholder's Representatives'	is not insured												
Exhibition and Demonstration	is not insured												
Materials Handling Equipment	is not insured												
Own Goods and Equipment	is not insured												
Stowage Accessories	is not insured												
<p>Section 3 Storage that is not in the ordinary course of transit</p>	<p>Section 3 covers subject-matter insured whilst in storage, when this storage is not in the ordinary course of transit.</p> <p>Cover is provided only whilst at the premises stated under Storage Limits within this Schedule.</p> <p>But does not cover subject-matter insured whilst at any retail outlet, shop, concession or similar premises.</p>												
<p>Section 4 Additional Cover</p>	<p>Section 4 provides additional cover which applies to this insurance as a whole, unless stated to the contrary in the Additional Clauses Section of this Schedule.</p>												

Schedule  
Cargo Insurance  
Conveyances and Limits

<p>Conveyances</p>	<p>Subject-matter insured may be carried by sea, waterway, air or land conveyance, but excluding:</p> <ol style="list-style-type: none"> <li>1) any waterborne vessel or craft, aircraft or other airborne device, or railway locomotive chartered by or on behalf of the Policyholder or other Assured;</li> <li>2) other than in respect of a postal service, any method of transit external to the Policyholder's own business when no record of receipt is provided by the party undertaking the carriage of subject-matter insured;</li> <li>3) transit by postal service when the insured value within any one parcel or package is greater than the limit stated in this Schedule, unless each parcel or package is sent using a service which provides evidence of both posting and delivery.</li> </ol> <p>Transit by postal service when the insured value within any one parcel or package is not greater than the limit stated in this Schedule does not require evidence of either posting or delivery.</p> <p>Please note that the cover provided by this insurance is subject to the Institute Classification Clause and Institute Classification Clause Amendment which state the type of vessels that can be used for the carriage of subject-matter insured by sea.</p>					
<p>Limits</p>	<p>A limit is the maximum we will pay:</p> <ol style="list-style-type: none"> <li>1) for any claim or series of claims made under this insurance caused by or arising out of any one event; or</li> <li>2) when stated "in the period" for all claims in total made under this insurance during the period of insurance;</li> </ol> <p>unless otherwise stated within this Policy.</p>					
<p>Additional Clauses</p>	<p>The cover provided under Additional Clauses may be subject to a specific limit, if so this will be stated within that clause.</p>					
<p>Section 1 Transit</p>	<p>These limits apply to the cover provided under Section 1.</p> <p><u>Overall Section Limit</u> Irrespective of any specific limits stated either in this or any previous schedule, including any endorsements, the maximum we will pay under this insurance for any claim or series of claims made under Section 1, including any cover provided under Section 4, caused by or arising out of any one event, will be</p> <table data-bbox="1193 1641 1436 1675"> <tr> <td>EUR</td> <td>600,000</td> </tr> </table> <p>Whilst subject-matter insured is:</p> <table data-bbox="528 1736 1436 1769"> <tr> <td>on any one conveyance</td> <td>EUR</td> <td>600,000</td> </tr> </table> <p>on any one vehicle owned or operated by the Policyholder</p> <p style="text-align: right;">is not insured</p> <p>but, on any one vehicle owned, hired, leased or borrowed by an employee or owned or operated by a Policyholder's representative in respect of goods or equipment which are the subject of a sale or purchase by the Policyholder</p> <p style="text-align: right;">is not insured</p>	EUR	600,000	on any one conveyance	EUR	600,000
EUR	600,000					
on any one conveyance	EUR	600,000				

Schedule  
 Cargo Insurance  
 Conveyances and Limits

	<p>within any one parcel or package dispatched by a postal service unless the parcel or package is sent using a service which provides evidence of both posting and delivery</p> <p>at any one location or premises whilst in the ordinary course of transit</p> <p>other than in respect of cover provided by those clauses for which a specific limit is stated.</p> <p>The cover provided by the following clauses is subject to a limit of:</p> <p>Additional Forwarding Costs</p> <p>Additional Carriage and Rejection Costs</p> <p>Cargo ISM, ISPS and SOLAS Weight Verification Requirement Forwarding Costs</p> <p>Debris Removal Costs (Transit)</p> <p>Financial Loss any one event and in the period</p>	<p>EUR</p> <p>EUR</p> <p></p> <p>EUR</p> <p>EUR</p> <p></p> <p>EUR</p> <p></p> <p></p>	<p>1,000</p> <p>650,000</p> <p></p> <p>7,000</p> <p>7,000</p> <p>is not insured</p> <p>7,000</p> <p>is not insured</p> <p>is not insured</p>
Section 2 Ancillary Equipment	<p>The cover provided under Section 2 is subject to limits of:</p> <p>Employees' Effects any one employee</p> <p>Engineers' and Policyholder's Representatives' Equipment any one employee or representative</p> <p>Exhibition and Demonstration</p> <p>On any one conveyance or at any one premises</p> <p>Materials Handling Equipment</p> <p>Own Goods and Equipment</p> <p>Stowage Accessories</p>		<p>is not insured</p> <p>is not insured</p> <p>is not insured</p> <p>is not insured</p> <p>is not insured</p> <p>is not insured</p>

Schedule  
Cargo Insurance  
Conveyances and Limits

<p>Section 3 Storage that is not in the ordinary course of transit</p>	<p>These limits apply to the cover provided under Section 3.</p> <p><u>Overall Section Limit</u> Irrespective of any specific limits stated either in this or any previous schedule, including any endorsements, the maximum we will pay under this insurance for any claim or series of claims made under Section 3, including any cover provided under Section 4, caused by or arising out of any one event, will be</p> <p><u>Storage Premises and Limits</u> These are the premises at which subject-matter insured is covered under Section 3 and the limits applying at each.</p> <p>Special conditions may apply to any of these storage premises and these can be found in the Additional Clauses Section of this Schedule.</p>	<p>EUR 50,000</p>
<p>Specified premises</p>	<p>Libra Textiles Limited Boundary Mill Stores Head Office, Vivary Way, Colne, BB8 9NW</p>	<p>EUR 50,000</p>
<p>All premises</p>	<p>Maximum at all storage premises other than in respect of cover provided by those clauses for which a specific limit is stated.</p>	<p>EUR 50,000</p>
<p></p>	<p>The cover provided by the Debris Removal Costs (Storage) Clause is subject to a limit of</p>	<p>EUR 7,000</p>
<p>Section 4 Additional Cover</p>	<p>The cover provided under Section 4 is subject to the limits applying under Section 1, 2 or 3, as applicable and if insured, other than in respect of the cover provided by the following clauses which is subject to limits of:</p>	<p>Airfreight and Express Replacement EUR 7,000</p> <p>Fumigation EUR 7,000</p>

Schedule  
Cargo Insurance  
Deductibles

Deductibles	<p>A deductible (or excess) is the financial amount that the you are responsible for in respect of each recoverable claim under this insurance caused by or arising out of any one event.</p> <p>Unless stated to the contrary within this Policy, when more than one deductible (or excess) can be applied, then only one deductible (or excess), the highest, will be applied.</p>						
Additional Clauses	<p>The cover provided by Additional Clauses may be subject to different deductibles, if so these will be stated within that clause.</p>						
Section 1 Transit	<table border="0"> <tr> <td data-bbox="523 707 1177 763">The cover provided under Section 1 is subject to a deductible of</td> <td data-bbox="1203 734 1251 763">EUR</td> <td data-bbox="1390 734 1437 763">350</td> </tr> <tr> <td data-bbox="523 792 991 822">Other than in respect of domestic transit</td> <td data-bbox="1203 792 1251 822">EUR</td> <td data-bbox="1390 792 1437 822">350</td> </tr> </table>	The cover provided under Section 1 is subject to a deductible of	EUR	350	Other than in respect of domestic transit	EUR	350
The cover provided under Section 1 is subject to a deductible of	EUR	350					
Other than in respect of domestic transit	EUR	350					
Section 2 Ancillary Equipment	<p>The cover provided by Section 2 is not insured.</p>						
Section 3 Storage that is not in the ordinary course of transit	<table border="0"> <tr> <td data-bbox="523 954 1177 1010">The cover provided under Section 3 is subject to a deductible of</td> <td data-bbox="1203 981 1251 1010">EUR</td> <td data-bbox="1369 981 1437 1010">1,500</td> </tr> </table>	The cover provided under Section 3 is subject to a deductible of	EUR	1,500			
The cover provided under Section 3 is subject to a deductible of	EUR	1,500					
Section 4 Additional Cover	<p>The cover provided under Section 4 is subject to the deductibles applying under Section 1, 2 or 3, as applicable and if insured.</p>						

Schedule  
Cargo Insurance  
Additional Clauses

Additional Clauses	<p>The following Additional Clauses form part of this insurance and may amend, extend or restrict the cover provided by this insurance. Unless stated specifically to the contrary within any Additional Clause, the cover provided by this insurance remains subject to its full terms.</p> <p>Should there be any inconsistency between the remainder of this insurance or the Institute Clauses and any Additional Clause, the latter will take precedence.</p>
	None



Complaints Handling Procedure

What to do if you are dissatisfied with the service you have received.

Munich Re Risk Solutions Ireland Limited is committed to providing the highest standards of customer service and treating customers fairly. If you are unhappy, we will try our very best to resolve the situation to your satisfaction.

We hope that you will never have cause to complain, however we recognise that occasionally things can go wrong, hence details of the complaint handling procedure can be found here.

If you wish to make a complaint, you can do so at any time by referring the matter in writing or by phone to either the Policyholder's insurance broker or:

The Compliance Department  
Munich Re Risk Solutions Ireland Limited trading as Munich Re Risk Solutions  
Asgard House  
19/20 City Quay  
Dublin 2  
D02 K744  
+353 1 635 9104  
[mrrsicompliance@munichre.com](mailto:mrrsicompliance@munichre.com)

Your complaint will be acknowledged, in writing, within five business days of the complaint being made. You will also be informed of the name of one or more individuals that will be your point of contact regarding your complaint until the complaint is resolved or cannot be progressed any further. You will be provided with an update on the progress of the investigation of your complaint, in writing, within twenty business days of the complaint being made.

A decision on your complaint will be provided to you, in writing, within forty business days of the complaint being made.

If you remain dissatisfied with the outcome of your complaint, you may have the right to refer your complaint to the Financial Services and Pensions Ombudsman (FSPO).

The address of the Financial Services and Pensions Ombudsman (FSPO) is:

Financial Services and Pensions Ombudsman  
Lincoln House  
Lincoln Place  
Dublin 2  
D02 VH29  
01 567 7000  
[info@fspo.ie](mailto:info@fspo.ie)  
[www.fspo.ie](http://www.fspo.ie)

If you have purchased your contract online you may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is [www.ec.europa.eu/odr](http://www.ec.europa.eu/odr)

The complaints handling arrangements above are without prejudice to your right to commence a legal action or an alternative dispute resolution proceeding in accordance with your contractual rights.

Schedule  
Cargo Insurance  
Service Standards

Financial Conduct Authority

Lloyd's Insurance Company S.A. is a Belgian limited liability company (société anonyme / naamloze vennootschap) with its registered office at Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium and registered with Banque-Carrefour des Entreprises / Kruispuntbank van Ondernemingen under number 682.594.839 RLE (Brussels).

It is an insurance company subject to the supervision of the National Bank of Belgium. Its Firm Reference Number(s) and other details can be found on [www.nbb.be](http://www.nbb.be).

[www.lloyds.com/brussels](http://www.lloyds.com/brussels)

[enquiries.lloydsbrussels@lloyds.com](mailto:enquiries.lloydsbrussels@lloyds.com)

Bank details: Citibank Europe plc Belgium Branch, Boulevard General Jacques 263G, Brussels 1050, Belgium - BE46570135225536.

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## Cargo Insurance

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Welcome

# Thank you for choosing Munich Re Risk Solutions Limited

MUNICH RE RISK SOLUTIONS IRELAND LTD is an award-winning provider of insurance solutions across a range of product lines. At the heart of our business are competitiveness, service, attention to detail, innovation, flexibility and the fair treatment of customers.

MUNICH RE RISK SOLUTIONS IRELAND LTD is pleased to have been chosen to provide this Policy, and will work hard to make sure that you are happy with the cover and service you receive.

Please read all of the Policy documentation carefully and keep this safe. If the cover provided does not meet your needs, there are any discrepancies or you need to make any changes, please contact your insurance broker. Similarly, if you need any further information or have any questions please contact your insurance broker.

In return for payment of the premium, you will be covered in the manner and to the extent provided for by the terms of this Policy.

If you need to make a claim then the sooner you tell us, the sooner we can help. Our team takes a proactive approach to the management of claims and provides a quality, professional and efficient service.

Signed for and on behalf of Munich Re Risk Solutions Ireland Ltd.



Mark Clinton  
Chief Executive Officer  
Munich Re Risk Solutions Ireland Ltd  
Registered in Ireland no. 630744  
Registered office: Asgard House, 19/20 City Quay, Dublin DO2 K744  
Authorised and regulated by the Central Bank of Ireland

# Wording

## Cargo Insurance

### About This Policy

	<p>This Policy is a legal contract between <b>you</b> and <b>us</b>, and comprises this Wording, the Institute Clauses, the Schedule and any Endorsements. These parts should be read together, as one document.</p> <p><b>You</b> can find MUNICH RE RISK SOLUTIONS IRELAND LTD's contact details, together with those of the <b>Policyholder's</b> insurance broker and any nominated claims handling party in the Schedule.</p> <p>This Wording is divided into Sections which set out the cover provided and any terms specific to that Section. There are also other terms that apply to this insurance as a whole.</p> <p>The <b>Policyholder</b> should check their Policy documentation to make sure this meets their needs and that they understand what is and is not covered. If there is anything that needs to be changed or is not understood, the <b>Policyholder</b> should contact their insurance broker. If they prefer they may contact <b>us</b>.</p> <p>If the <b>Policyholder</b> is in any doubt as to whether this insurance meets their needs, they should seek independent professional advice.</p>
Wording Reference	This is MUNICH RE RISK SOLUTIONS IRELAND LTD Cargo Wording reference CGMIST0421

<p>The Schedule</p>	<p>The Schedule includes details of:</p> <ul style="list-style-type: none"><li>• the Sections and clauses applying to this insurance. There is no cover under any Section or clause shown as “not insured”;</li><li>• any cover, conditions, exclusions and other terms that specifically apply to this insurance;</li><li>• the <b>limits</b> applicable;</li><li>• the premium.</li></ul> <p>It is important that the <b>Policyholder</b>:</p> <ul style="list-style-type: none"><li>• checks that the details in the Schedule are correct and that the cover requested is included;</li><li>• checks that the information provided to <b>us</b> is accurate;</li><li>• notifies the insurance broker named in the Schedule as soon as practicable of any inaccuracies in the information provided to <b>us</b>.</li></ul> <p>Please keep the Schedule, Wording and any Institute Clauses together. <b>We</b> will send the <b>Policyholder</b> a new Schedule whenever there is a change to this insurance.</p>
<p>Interpretation</p>	<p>Throughout this Policy:</p> <ul style="list-style-type: none"><li>• words and phrases which appear in bold have the meanings stated under Definitions and always have the same meaning;</li><li>• headings are for ease of reference only or to help <b>you</b> find information and these do not form part of the Policy;</li><li>• words which appear in the singular include the plural and vice versa;</li><li>• words which appear in the present tense include the past tense and vice versa;</li><li>• any words after the term ‘for example’ are included to add clarity and will not restrict the meaning;</li><li>• any reference to any statute or statutory instrument will include any modification or re-enactment.</li></ul>
<p>Assignment and Rights of Third Parties</p>	<p>This insurance covers the <b>Policyholder</b>, and no benefit under this will pass to any other party. This insurance may not be assigned to or transferred to any other party without <b>our</b> prior consent. However, cover under this insurance can be assigned to a party to whom insurable interest in any <b>subject-matter insured</b> passes in accordance with a contract of sale or as required by custom, trade or practice.</p> <p>This does not affect:</p> <ul style="list-style-type: none"><li>• any rights available to a third party at law; or</li><li>• the rights of the <b>Assured</b> as assignee or as a party to whom insurable interest in <b>subject-matter insured</b> passes under a contract of sale; or</li><li>• the rights of any Loss Payee named in the Schedule.</li></ul>

Cancellation by the Policyholder	<p>Contact details for cancellation are shown in the Schedule.</p> <p>The <b>Policyholder</b> has 14 days to make sure that they are happy with the cover provided. During this period the <b>Policyholder</b> may cancel this insurance by giving <b>us</b> notice. If no claims have been made under this insurance, and there are no notifiable claims or incidents, <b>we</b> will refund all the premium the <b>Policyholder</b> has paid.</p> <p>This 14-day period starts on:</p> <ul style="list-style-type: none"><li>• the day the Policy document is received; or</li><li>• the date the <b>period of insurance</b> starts;</li></ul> <p>whichever is later.</p> <p>After this 14-day period the <b>Policyholder</b> may cancel this insurance by giving <b>us</b> notice. If no claims have been made under this insurance, and there are no notifiable claims or incidents, <b>we</b> will allow a pro-rata refund of premium subject to deduction of a EUR 50.00 administration charge.</p>
Cancellation by Us	<p><b>We</b> may cancel this insurance by giving the <b>Policyholder</b> not less than 30 days' notice in writing, which will take effect from midnight on the date of issue;</p> <ul style="list-style-type: none"><li>• reduced to 7 days in respect of war*, strikes*, riots*, civil commotions* and terrorism* risks; and</li><li>• further reduced to 48 hours in respect of strikes*, riots*, civil commotions* and terrorism* risks on transits to or from and any transit or storage within the United States of America.</li></ul> <p>Those risks marked with an asterisk* mean those specified in the Institute War and Strikes Clauses which constitute part of this insurance or, if insured, as stated as Risks Covered under Section 3.</p> <p>If no claims have been made under this insurance and there are no notifiable claims or incidents, then the <b>Policyholder</b> will be allowed a pro-rata refund of premium.</p> <p>When there is non-payment of premium, <b>we</b> will cancel this insurance by giving the <b>Policyholder</b> not less than 15 days' notice in writing, which will take effect from midnight on the date of issue. All unpaid premiums remain due. If no claims have been made under this insurance, and there are no notifiable claims or incidents, <b>we</b> will reduce the premium due on a pro-rata basis.</p> <p><b>We</b> will only cancel this insurance for a valid reason, for example:</p> <ul style="list-style-type: none"><li>• non-payment of premium;</li><li>• a change in risk or legislation which means that <b>we</b> can no longer provide <b>you</b> with insurance;</li><li>• a change in insurance industry market practice which has a material effect on this insurance;</li><li>• any restriction in the availability to <b>us</b> of Re-Insurance cover;</li><li>• non-cooperation by the <b>Policyholder</b> or failure to supply any information or documentation <b>we</b> request.</li></ul>

Wording  
**Cargo Insurance**  
 About This Policy

<p>Cancellation Termination of Cover</p>	<p>Regardless of which party cancels this insurance any <b>subject-matter insured</b> which has commenced transit prior to cancellation taking effect will continue to be covered by this insurance until delivered to the destination to which it is insured or to an alternative destination in accordance with the provisions of this insurance.</p> <p>If this insurance covers <b>subject-matter insured</b> which is in storage that is not in the ordinary course of transit, cover will cease at midnight on the date cancellation takes effect.</p>
<p>Conditions Precedent to Liability and Warranties</p>	<p>Conditions precedent to liability and warranties are particularly important, and the requirements contained in these must be met. If these are not, then claims may not be paid.</p> <p>Requirements within Conditions Precedent should be regarded as minimum levels of loss prevention and further measures may be appropriate to the business.</p>
<p>Insurance Taxes, Levies and Charges</p>	<p>The <b>Policyholder</b> agrees to pay all applicable taxes, including local taxes, levies and similar charges due in connection with this insurance and for which they are responsible, as calculated by <b>us</b>. Late notification by <b>us</b> for any reason of any taxes, levies or similar charges due will not reduce or negate the <b>Policyholder's</b> liability to pay these.</p> <p>The amount of these charges under this insurance will be shown in the Schedule.</p>
<p>Multiple Policyholders</p>	<p>When the <b>Policyholder</b> comprises more than one party, all parties will be treated as one so that there will be only two parties to this insurance namely the <b>Insurer</b> and the <b>Policyholder</b>, each <b>Policyholder</b> being jointly and severally liable for premiums due under this insurance.</p>
<p>Notice to the Policyholder</p>	<p>When <b>we</b> are required to contact or give notice to the <b>Policyholder</b>, communication to the <b>Policyholder's</b> insurance broker or other nominated agent will be deemed communication to the <b>Policyholder</b>.</p>
<p>Certificates of Insurance</p>	<p>The <b>Policyholder</b> may issue certificates of insurance via MUNICH RE RISK SOLUTIONS IRELAND LTD's online platform and the operational costs of this system will be met by MUNICH RE RISK SOLUTIONS IRELAND LTD. This is a secure system restricted to nominated users. If access to this platform is required, please provide MUNICH RE RISK SOLUTIONS IRELAND LTD with a list of personnel requiring this, their work email addresses and telephone numbers. Log in details will be provided to the <b>employee</b> direct.</p> <p>Certificates of insurance may be issued to enable the <b>Policyholder</b> to comply with the insurance requirements of any letter of credit. However, when the cover required by a particular letter of credit is wider in scope than that provided by this insurance, the <b>Policyholder</b> must obtain <b>our</b> prior agreement to this and pay any additional premium required by <b>us</b>. In which case the cover as stated in the certificate will prevail.</p> <p>When the cover as stated in any certificate of insurance issued is not as wide in scope as that provided by this insurance, then the <b>Policyholder</b> will continue to have the full benefit of this insurance.</p>



Wording  
**Cargo Insurance**  
 Important Information

Your Responsibility to Give Us Correct Information	At inception, renewal and any variation of this insurance <b>you</b> must disclose every circumstance which is material to the risk or, at least, <b>you</b> must disclose sufficient information to put <b>us</b> on notice that <b>we</b> need to make further enquiries to reveal any material circumstances. <b>Your</b> disclosure must be made in a reasonably clear and accessible manner. The <b>Policyholder's</b> insurance broker can advise precisely what must be disclosed.
Change in Risk	<b>You</b> must tell <b>us</b> about any change in circumstance which happens before or during the <b>period of insurance</b> that may affect <b>your</b> insurance. <b>We</b> may then change the terms of this insurance.
Renewal	This insurance does not automatically renew. Prior to renewal, <b>we</b> will write to the <b>Policyholder's</b> insurance broker either: <ul style="list-style-type: none"> <li>• requesting the information <b>we</b> require to provide renewal terms; or</li> <li>• with renewal terms and advising the basis on which these have been prepared; or</li> <li>• advising that <b>we</b> do not wish to renew this insurance and giving <b>our</b> reasons why.</li> </ul>
Subjectivities	At the time <b>we</b> provide <b>our</b> quotation to the <b>Policyholder</b> , <b>we</b> will clearly state if the cover provided by this insurance is subject to the <b>Policyholder</b> : <ul style="list-style-type: none"> <li>• providing <b>us</b> with any additional information;</li> <li>• allowing <b>us</b> to complete any actions, including undertaking surveys;</li> <li>• completing any actions which <b>we</b> may ask them to carry out;</li> </ul> together with the date this is required by. Alternatively, cover may be restricted pending completion of an action or for a period of time. Upon completion of any requirement, or non-completion by the date required, <b>we</b> may: <ul style="list-style-type: none"> <li>• restrict the cover provided; and/or</li> <li>• impose alternative or additional conditions, exclusions or other terms; and/or</li> <li>• amend the premium; and/or</li> <li>• apply further subjectivities, for example post survey risk improvement requirements; and/or</li> <li>• suspend cover or exercise <b>our</b> right to cancel this insurance.</li> </ul> If <b>we</b> exercise any of these options then the <b>Policyholder</b> will have fourteen days to accept or decline the revised basis of cover or premium. If the <b>Policyholder</b> declines the revised basis of cover and/or premium or if <b>we</b> suspend cover or cancel this insurance and no claims have been made under this insurance, and there are no notifiable claims or incidents, then the <b>Policyholder</b> will be allowed a pro-rata refund of premium.
Data Protection	Any information that <b>you</b> have provided to <b>us</b> will be processed in compliance with the terms of applicable data protection legislation. It may be necessary to pass information on to third parties in order to provide insurance and handle claims. MUNICH RE RISK SOLUTIONS IRELAND LTD's Privacy Policy can be found at: <a href="https://www.munichre.com/syndicate457/en/privacy.html">https://www.munichre.com/syndicate457/en/privacy.html</a>

Definitions

These words and phrases will always have the following meaning throughout this Policy.

**Associated Company.** A company over which the **Policyholder** has control, either by voting power or share capital, over the affairs, income or assets of that company.

**Assured.** The **Policyholder** named in the Schedule and any party to whom insurable interest in any particular **subject-matter insured** passes in accordance with a contract of sale or as required by custom, trade or practice. **You** and **your** will be construed as meaning the **Assured**.

**Container.** An ISO container including dry freight containers, refrigerated containers, insulated containers, open-top containers, tank containers and flat racks.

**Domestic Transit.** A transit when **subject-matter insured** remains within the same country for the entire duration of the transit. For the purposes of this definition only, England, Scotland, Wales, Northern Ireland, The Channel Islands and The Isle of Man will be deemed as one country.

**Employee** (see also **Responsible Employee**). Any person employed by the **Policyholder** under any contract of service or apprenticeship and any person who is:

- acting in the capacity of a non-executive Director;
- hired or borrowed by or on secondment to the **Policyholder**;
- on work experience;
- supplied to the **Policyholder** by any agency and not paid directly by the **Policyholder**;
- self-employed and under the **Policyholder's** direct control providing labour or services.

**Event.** Any occurrence, incident or accident or series of occurrences, incidents or accidents and all liability incurred by **you** arising out of, resulting from or attributable directly or indirectly to one source or originating cause or common underlying causes, whether or not occurring at the same location and time.

**Postal Service.** Any ordinary letter or parcel post, private postal system, personal courier, bicycle courier, motorcycle courier or taxi.

**Responsible Employee** (see also **Employee**). An **employee** of the **Policyholder** who is part of their senior management (which will include the board of directors) being those persons who play a significant role in the decision making regarding how the business is managed and those responsible for procuring and administering the insurance arrangements.

**Subsidiary Company.** As defined in sections 7 and 8 of the Companies Act 2014.

**Vehicle.** Any motor vehicle, motorcycle or trailer designed for the transport of goods by road. By trailer **we** mean any trailer, semi-trailer, chassis or similar unit designed to be towed by a motor vehicle or motorcycle.

Words and Phrases Specified in the Schedule

The following words and phrases will have the meaning attributed to them in the Schedule:

**Policyholder**

**Insurer**

**Basis of Valuation**

**Deductible (or Excess)**

**Limit**

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**Period of Insurance**

**Subject-Matter Insured**

Words and Phrases Used in the Institute Clauses

Where those words and phrases specified under Definitions or in the Schedule are used in the Institute Clauses, whilst not in bold, when used in the same context these will have the same specific meaning as stated under Definitions or attributed to them in the Schedule.

Where used within the Institute Clauses the phrase "destination named in the contract of insurance" will mean "the destination to which it is insured".

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Cover	<p>Section 1 covers loss of or damage to <b>subject-matter insured</b> whilst in transit which commences during the <b>period of insurance</b>.</p> <p>Please refer to the Schedule for the <b>limits</b> and <b>deductibles</b> applying to Section 1.</p>
Institute Clauses	<p>Cover under Section 1 is provided in accordance with the following Institute Clauses which constitute part of this insurance:</p> <p>Applicable to transits by water, rail, road or other land conveyance:  Institute Cargo Clauses (A) CL.382 01.01.2009  Institute War Clauses (Cargo) CL.385 01.01.2009  Institute Strikes Clauses (Cargo) CL.386 01.01.2009</p> <p>Applicable to transits by sea (in full or in part):  Institute Classification Clause CL.354 01.01.2001</p> <p>Applicable to transit by air:  Institute Cargo Clauses (Air) (Excluding Sendings By Post) CL.387 01.01.2009  Institute War Clauses (Air Cargo) (Excluding Sendings By Post) CL.388 01.01.2009  Institute Strikes Clauses (Air Cargo) CL.389 01.01.2009</p> <p>Applicable to transit by ordinary letter or parcel post:  Institute Cargo Clauses (A) CL.382 01.01.2009  Institute War Clauses (Sendings by Post) CL.390 01.03.2009  Institute Strikes Clauses (Cargo) CL.386 01.01.2009; or  Institute Strikes Clauses (Air Cargo) CL.389 01.01.2009 as applicable</p> <p>Please note that the General Exclusions encompass provisions in respect of:</p> <ul style="list-style-type: none"> <li>• Sanctions;</li> <li>• Cyber Risks;</li> <li>• Radioactive Contamination, Chemical, Biological, Biochemical and Electromagnetic Weapons; and</li> <li>• Terrorism Termination of Cover.</li> </ul> <p>These Institute Clauses are standard marine insurance clauses widely used in international trade. For ease of reference these clauses are grouped together and attached with this document. Should there be any inconsistency between the Institute Clauses and the remainder of this insurance the latter will take precedence. But in no case will the cover provided by any part of this insurance be deemed to override the Duration Clauses of the Institute War Clauses which constitute part of this insurance.</p> <p>Should there be any change to the Institute Clauses applying to Section 1 or their content, this will be stated in the Schedule.</p>

Clauses Providing  
 Additional Cover

Accumulation	Should there be an accumulation of <b>subject-matter insured</b> which is due to circumstance beyond the <b>Policyholder's</b> control, cover will be provided for <b>subject-matter insured</b> whilst on any one conveyance up to a maximum of twice the applicable <b>limit</b> stated in the Schedule.
Claused Bills of Lading	This insurance will not be prejudiced should the <b>Policyholder</b> accept a cloused bill of lading or sea waybill.
Concealed Loss or Damage	<p>Any loss of or damage to <b>subject-matter insured</b> recoverable under this insurance and discovered on opening of <b>containers</b>, cases or packages following arrival at the <b>Policyholder's</b> premises or those of their appointed agents will, in the absence of proof to the contrary, be deemed by <b>us</b> to have occurred during transit.</p> <p>Subject to:</p> <ul style="list-style-type: none"> <li>• the loss or damage being discovered within 90 days of arrival at the destination to which <b>subject-matter insured</b> is insured; and</li> <li>• any <b>containers</b>, cases or packages showing any indication of loss or damage on arrival at the destination to which <b>subject-matter insured</b> is insured must be opened immediately and their contents checked.</li> </ul>
Container Seals	<p>Claims under this insurance in respect of <b>subject-matter insured</b> shipped in full door-to-door <b>container</b> loads will not be invalidated solely by the fact that the <b>container</b> seal appears intact on arrival at the destination to which it is insured, and production of:</p> <ul style="list-style-type: none"> <li>• documentary evidence that <b>subject-matter insured</b> was safely loaded into the <b>container</b>; and</li> <li>• discharge tally sheets showing discrepancies or cloused delivery notes;</li> </ul> <p>will, in the absence of proof to the contrary, be deemed by <b>us</b> as sufficient evidence of loss or damage.</p>
Contingent Interest Sellers and Buyers	<p>For the cover provided by this clause to operate:</p> <ul style="list-style-type: none"> <li>• the value of all <b>subject-matter insured</b> falling within the scope of the cover provided must be included within the values advised to <b>us</b> prior to inception of this insurance and (if applicable) within any declaration of actual values under this insurance; and</li> <li>• notice must be given to <b>us</b> as soon as is reasonably practicable of any incident that may result in cover becoming effective.</li> </ul> <p>Cover includes the <b>Policyholder's</b> contingent financial interest in <b>subject-matter insured</b> which has been lost or damaged and has been:</p> <ol style="list-style-type: none"> <li>1) sold by the <b>Policyholder</b>, but this was not at their risk in accordance with the contract of sale and they cannot obtain payment for it under the contract of sale; or</li> <li>2) purchased by the <b>Policyholder</b>, but:</li> </ol>

- a) this was not at their risk in accordance with the contract of purchase and they cannot obtain reimbursement from the supplier in respect of payments made for it; or
- b) the seller should have provided insurance on this **subject-matter insured** as part of the contract of sale and did not do so; or
- c) the seller provided insurance as part of the contract of sale and the **Policyholder** cannot obtain payment of legitimate claims under that insurance.

Before **we** will consider any claim under this clause the **Policyholder** must have taken all reasonable steps to invoke the terms of the contract of sale or purchase and/or obtain settlement under any insurance provided by the seller.

However, when the **Policyholder** purchases **subject-matter insured** on terms which put it at the risk of the seller during all or part of the transit within the country of origin and this risk transfers to the **Policyholder** no later than on completion of loading onto the vessel or aircraft at the (air)port of shipment, the **Policyholder** is not required to invoke the terms of the contract of purchase before **we** will consider any claim under this clause.

The cover provided by this clause will:

- be no greater in extent than would have been provided by this insurance had **subject-matter insured** been at the **Policyholder's** risk; and
- only apply to the extent that the **Policyholder** is unable to recover from the buyer, seller or their insurers.

When the insurable interest in **subject-matter insured** reverts to the **Policyholder**:

- it will be covered continuously during any reasonable period of storage pending resale or return to the **Policyholder** and any additional transit consequent upon resale or return;
- **we** will pay reasonable additional carriage and storage costs to forward **subject-matter insured** to an alternative destination or return of this to the **Policyholder**; and
- **we** will provide general average guarantees and pay general average deposits that may be required.

Any claim recoverable under this clause will be paid to the **Policyholder** in their country of domicile only and will not benefit any other party, other than a Loss Payee noted under this insurance.

There is no cover provided by this clause:

- if the terms of the contract of sale or purchase are in violation of legislation or regulation prevailing in the country of destination or origin;
- if the **Policyholder** has disclosed the existence of this clause to any other party who had, has or may acquire an interest in **subject-matter insured**;
- if the **Policyholder** has not covered **subject-matter insured** under this insurance during the period it was at their risk;
- under any contract of sale for which the **Policyholder** provides insurance and **we** are required to make settlement of any claim under that insurance to another party.

General Average In Full

Claims for general average contributions and salvage charges will be paid to the full contributory value.

Wording  
**Cargo Insurance**  
 Section 1: Cover During Transit

<p>Institute Classification Clause Amendment</p>	<p>The provisions of the Age Limitation contained within clause 2 of the Institute Classification Clause which constitutes part of this insurance:</p> <ol style="list-style-type: none"> <li>1) will not prejudice any claim under this insurance provided the appropriate additional premium is paid; and</li> <li>2) are amended to:           <ol style="list-style-type: none"> <li>a) 30 years of age in respect of clause 2.2.1; and</li> <li>b) 35 years of age in respect of clause 2.2.2.</li> </ol> </li> </ol> <p>When an additional premium is due under any part of the Institute Classification Clause, <b>we</b> may deduct this from any claim settlement involving <b>subject-matter insured</b> to which the additional premium attaches.</p>
<p>Subject-Matter Insured Returned by the Policyholder</p>	<p>Cover includes <b>subject-matter insured</b> which is being returned by the <b>Policyholder</b> to their suppliers.</p> <p>The cover provided by this clause is subject to <b>subject-matter insured</b> being at the <b>Policyholder's</b> risk and will terminate:</p> <ul style="list-style-type: none"> <li>• on delivery to either the <b>Policyholder's</b> supplier's or alternative premises; or</li> <li>• once <b>subject-matter insured</b> ceases to be at the <b>Policyholder's</b> risk;</li> </ul> <p>whichever occurs first.</p> <p>The <b>basis of valuation</b> applying to <b>subject-matter insured</b> covered by this clause will be the replacement cost on the date the loss or damage occurred with goods or equipment of a similar specification, condition and age.</p> <p>For the cover provided by this clause to operate the value of all of these returns must be included in the values advised to <b>us</b> prior to inception of this insurance and (if applicable) within any declaration of actual values under this insurance.</p>
<p>Subject-Matter Insured Returned to the Policyholder</p>	<p>Any cover provided in respect of <b>subject-matter insured</b> being returned to the <b>Policyholder</b> is dependent on the type of return.</p> <p>Once a <b>responsible employee</b> is made aware that <b>subject-matter insured</b> is being returned or has been rejected, <b>we</b> must be advised as soon as is practicable.</p> <p>The <b>basis of valuation</b> applying to <b>subject-matter insured</b> covered by this clause will be that which applied to the original outward transit.</p> <p><u>Unexpected Returns</u></p> <p>Should <b>subject-matter insured</b> which has been sold or supplied by the <b>Policyholder</b> be unexpectedly either returned to them or rejected on arrival, cover under this insurance will continue whilst <b>subject-matter insured</b> is in storage awaiting return, and during the return transit.</p> <p>The cover provided by this clause will terminate:</p> <ul style="list-style-type: none"> <li>• 90 days from the date of delivery to the destination to which it is insured; or</li> <li>• if not delivered, 90 days from its arrival into the country of destination to which it is insured; or</li> <li>• on delivery following the return transit to either the <b>Policyholder's</b> or alternative premises; or</li> <li>• once <b>subject-matter insured</b> ceases to be at the <b>Policyholder's</b> risk;</li> </ul> <p>whichever occurs first.</p>

Wording  
**Cargo Insurance**  
 Section 1: Cover During Transit

	<p><u>Expected or Anticipated Returns</u>          Other than where specifically included in this insurance there is no cover provided for <b>subject-matter insured</b> which is returned when the circumstances of the return were expected or could be anticipated, for example <b>subject-matter insured</b> is:</p> <ul style="list-style-type: none"> <li>• in need of repair, refurbishment, rectification, recalibration, restoration, testing or replacement whether within warranty or otherwise;</li> <li>• at the end of a sale or return period or similar arrangement;</li> <li>• returned consignment stock or that held under a similar arrangement;</li> <li>• at the end of any period of lease, hire, loan or similar arrangement.</li> </ul>
<p>Transit Extension – Deferred Delivery</p>	<p>When, due to reasons beyond the <b>Policyholder’s</b> control, <b>subject-matter insured</b> remaining at the <b>Policyholder’s</b> risk and in the ordinary course of transit:</p> <ul style="list-style-type: none"> <li>• takes more than 60 days from the date it is discharged from the overseas vessel at the final port of discharge to reach the destination to which it is insured; or</li> <li>• takes more than 30 days from the date it is unloaded from the aircraft at the final airport of discharge to reach the destination to which it is insured; or</li> <li>• is held in a warehouse, premises or place of storage where the cover provided by this insurance would terminate;</li> </ul> <p>it will continue to be covered by this insurance for a period of up to 90 days.</p> <p>Once a <b>responsible employee</b> is made aware of any of these circumstances, <b>we</b> must be advised as soon as is practicable. Cover is subject to payment of any additional premium required by <b>us</b>.</p>
<p>Transit Extension – Own Premises Parking</p>	<p>Any <b>subject-matter insured</b> left loaded on a <b>vehicle</b> overnight, over weekend, during bank or public holidays or during non-working days at premises under the direct control of the <b>Policyholder</b>, either after completion of loading for transit or after arrival prior to unloading, will continue to be covered by this insurance.</p> <p>The cover provided by this insurance remains subject to the General Exclusions:</p> <ul style="list-style-type: none"> <li>• Avoidable Theft - Vehicle Locking; and</li> <li>• Avoidable Theft - Vehicle Overnight Parking.</li> </ul> <p>The <b>Policyholder</b> must use their best endeavours to ensure that any <b>subject-matter insured</b> left loaded during these periods on any <b>vehicle</b> which is not owned or operated by them is protected from the risks of theft.</p>
<p>Transit Extension – Own Goods at Packers’ Premises</p>	<p>Cover includes <b>subject-matter insured</b> belonging to the <b>Policyholder</b> in transit to and from packers’, forwarders’, consolidators’ and carriers’ premises and for the period whilst there up to a maximum of 30 days.</p>
<p>Transit Extension – Own Goods at Repairer’s Premises</p>	<p>Cover includes <b>subject-matter insured</b> belonging to the <b>Policyholder</b> in transit to and from repairers’ premises and for the period whilst there up to a maximum of 30 days.</p>
<p>Unauthorised Occupants</p>	<p>If any <b>vehicle</b> or <b>container</b> in which <b>subject-matter insured</b> is being shipped is occupied by people seeking passage or escape from or entry to a country, and the <b>Policyholder</b> has reasonable grounds for not wishing to accept or retain any part of this <b>subject-matter insured</b>, <b>we</b> will pay the insured value of any <b>subject-matter insured</b> affected, regardless of whether this has suffered any actual damage.</p>



Clauses Covering  
Additional Costs

Additional Forwarding Costs	<p>Should there be:</p> <ul style="list-style-type: none"><li>• loss of or damage to <b>subject-matter insured</b> recoverable under this insurance; or</li><li>• a declaration of general average by the vessel on which it was being carried;</li></ul> <p><b>we</b> will pay reasonable additional discharge, carriage and storage costs to forward this <b>subject-matter insured</b> to the destination to which it is insured or return to the <b>Policyholder's</b> premises.</p> <p>This <b>Subject-matter insured</b> will continue to be covered for its insured value until it has been delivered to the destination to which it is insured or returned to the <b>Policyholder's</b> premises. Cover is subject to payment of any additional premium required by <b>us</b>.</p>
Additional Carriage and Rejection Costs	<p>If owing to circumstances beyond the <b>Policyholder's</b> control <b>subject-matter insured</b> which has commenced its transit:</p> <ul style="list-style-type: none"><li>• cannot be delivered to the destination to which it is insured by the intended method of conveyance;</li><li>• is over-carried to or discharged at a place other than the intended (air)port;</li><li>• is refused entry to any country by any government authority of that country;</li></ul> <p><b>we</b> will pay reasonable additional discharge, carriage and storage costs incurred by the <b>Policyholder</b> to forward <b>subject-matter insured</b> to the destination to which it is insured or to return it to the <b>Policyholder's</b> premises. Provided that these costs cannot be recovered from the carrier or any other party, or when any attempt to recover these is uneconomic.</p> <p>Once a <b>responsible employee</b> is made aware of any of these circumstances, <b>we</b> must be advised as soon as is practicable.</p> <p>This <b>Subject-matter insured</b> will continue to be covered for its insured value until it is delivered to the destination to which it is insured or returned to the <b>Policyholder's</b> premises. Cover is subject to payment of any additional premium required by <b>us</b>.</p> <p>There is no cover provided by this clause for:</p> <ol style="list-style-type: none"><li>1) any reduction in value of <b>subject-matter insured</b>;</li><li>2) any costs due to delivery of incorrect <b>subject-matter insured</b>;</li><li>3) any costs or expenses incurred caused by or arising from pollution or to avoid or mitigate pollution or any threat thereof;</li><li>4) any costs arising from delays during Customs Authority checks or at border crossings;</li><li>5) any costs due to <b>subject-matter insured</b> being refused entry to any country due to:<ol style="list-style-type: none"><li>a) any <b>subject-matter insured</b> shipped under a quota system that exceeds the quota concerned;</li><li>b) a failure to acquire any necessary licences and/or approvals;</li><li>c) non-compliance with local regulations;</li><li>d) a failure to pay any duty, tax, levy or similar fiscal charge.</li></ol></li></ol>

<p>Cargo ISM, ISPS and SOLAS Weight Verification Requirement Forwarding Costs</p>	<p><b>We</b> will pay reasonable additional carriage and storage costs incurred by <b>you</b> in forwarding <b>subject-matter insured</b> to either the destination to which it is insured or returning it to the <b>Policyholder's</b> premises:</p> <ol style="list-style-type: none"> <li>1) following release of <b>subject-matter insured</b> from a vessel arrested or detained at or diverted to any port or place (other than the intended port of destination) where the transit is terminated due to: <ol style="list-style-type: none"> <li>a) the vessel not being certified in accordance with the ISM Code;</li> <li>b) a current Document of Compliance not being held by the vessel's owners or operators as required under the SOLAS Convention 1974 as amended;</li> <li>c) the vessel not being certified in accordance with the ISPS Code as required under the SOLAS Convention 1974 amended;</li> </ol> </li> <li>2) in consequence of the weight of a packed export <b>container</b> either not being verified or not correctly verified. When the <b>Policyholder</b> undertook the weight verification, cover will only apply if the incorrect verification was due to an inadvertent error or omission by an <b>employee</b>.</li> </ol>
<p>Debris Removal Costs (Transit)</p>	<p>Following loss of or damage to <b>subject-matter insured</b> recoverable under Section 1 or an accident to the conveyance on which it was being carried, <b>we</b> will pay reasonable additional costs incurred by <b>you</b> arising from:</p> <ul style="list-style-type: none"> <li>• the removal and disposal of debris and/or destruction of damaged <b>subject-matter insured</b>;</li> <li>• transfer of <b>subject-matter insured</b> from one conveyance to another;</li> <li>• recovery and safe delivery of <b>subject-matter insured</b>.</li> </ul> <p>There is no cover provided by this clause for:</p> <ul style="list-style-type: none"> <li>• any costs or expenses incurred caused by or arising from pollution or to avoid or mitigate pollution or any threat thereof;</li> <li>• the costs of removal of <b>subject-matter insured</b> from any waterborne vessel or craft.</li> </ul>
<p>Financial Loss</p>	<p><b>We</b> will pay for additional financial loss incurred by the <b>Policyholder</b> as a direct result of loss of or damage to <b>subject-matter insured</b> recoverable under this insurance and/or as a direct result of delay in delivery of <b>subject-matter insured</b> attributable to the carrying conveyance being:</p> <ul style="list-style-type: none"> <li>• damaged by fire or explosion;</li> <li>• stranded, grounded, sunk or capsized;</li> <li>• in collision or contact with any external object other than water;</li> <li>• overturned or derailed.</li> </ul> <p>There is no cover provided by this clause for any:</p> <ul style="list-style-type: none"> <li>• financial loss incurred under contract or agreement that would not have attached in the absence of that contract or agreement;</li> <li>• financial loss as a result of the cancellation of any contract or loss of future orders or sales;</li> <li>• financial loss that does not relate directly to <b>subject-matter insured</b> delayed;</li> <li>• costs or expenses incurred caused by or arising from pollution or to avoid or mitigate pollution or any threat thereof.</li> </ul>

Wording  
**Cargo Insurance**  
 Section 2: Cover for Ancillary Equipment

Cover	<p>Cover under Section 2 will only be provided for those clauses shown as insured in the Schedule within Situation Insured and is for the sole benefit of the <b>Policyholder</b> only. Please refer to the Schedule for the <b>limits</b> and <b>deductibles</b> applying to Section 2.</p>
Employees' Effects	<p>The cover provided by Section 1 includes <b>employees'</b> effects, including clothing:</p> <ul style="list-style-type: none"> <li>• whilst within <b>vehicles</b> owned or operated by the <b>Policyholder</b>;</li> <li>• whilst within an hotel room being used by the <b>employee</b> when away from their place of residence; and</li> <li>• should Exhibition and Demonstration be insured, whilst at exhibition or demonstration site;</li> </ul> <p>during periods when <b>employees</b> are engaged on the <b>Policyholder's</b> normal business activities in accordance with the business description stated in the Schedule.</p> <p><b>We</b> will only make payments under this clause following a request from the <b>Policyholder</b>.</p> <p>There is no cover provided by this clause for loss or damage:</p> <ol style="list-style-type: none"> <li>1) which was not the result of a sudden identifiable and unintended or unforeseen external fortuitous cause;</li> <li>2) resulting from theft or attempted theft which does not involve forcible and violent means and/or actual or threatened assault or violence;</li> <li>3) resulting from theft or attempted theft of any:       <ol style="list-style-type: none"> <li>a) computer equipment and peripherals;</li> <li>b) mobile telephones, satellite telephones and smart telephones;</li> <li>c) personal computers, laptop computers;</li> <li>d) handheld electronic products designed primarily for the storage, management, use or transmission of information by electronic means, for example computer tablet or slate devices and personal digital assistants;</li> <li>e) audio, audio-visual, camera and photographic equipment;</li> <li>f) satellite navigation and speed camera detection or warning equipment;</li> </ol> </li> <li>4) which did not occur during the <b>period of insurance</b>.</li> </ol>
Engineers' and Policyholder's Representatives' Equipment	<p>The cover provided by Section 1 includes equipment, tools or samples belonging to the <b>Policyholder</b>, their representatives or <b>employees</b> and used for the purposes of the <b>Policyholder's</b> normal business activities in accordance with the business description stated in the Schedule:</p> <ol style="list-style-type: none"> <li>1) during transit within <b>vehicles</b> owned or operated by the <b>Policyholder</b>, their representatives or <b>employees</b> or by any method of conveyance specified in the Schedule, including during loading onto and unloading from the <b>vehicle</b> or conveyance;</li> <li>2) whilst on site or at the <b>Policyholder's</b> customer's premises, including when in use by the <b>Policyholder's</b> representatives or <b>employees</b>;</li> <li>3) during storage within <b>vehicles</b> owned or operated by the <b>Policyholder</b>, their representatives or <b>employees</b>;</li> <li>4) during storage within a <b>Policyholder's</b> representative or <b>employee's</b> hotel room, private dwelling or a garage which forms part of the <b>Policyholder's</b> representative's or <b>employee's</b> private dwelling;</li> </ol>

	<p>There is no cover provided by this clause for loss or damage:</p> <ol style="list-style-type: none"> <li>1) which was not the result of a sudden identifiable and unintended or unforeseen external fortuitous cause;</li> <li>2) resulting from theft or attempted theft which does not involve forcible and violent means and/or actual or threatened assault or violence. This does not apply during transit of the equipment, tools or samples by a method of conveyance which is not owned or operated by the <b>Policyholder</b>, their representatives or <b>employees</b>;</li> <li>3) resulting from theft or attempted theft of any: <ol style="list-style-type: none"> <li>a) computer equipment and peripherals;</li> <li>b) mobile telephones, satellite telephones and smart telephones;</li> <li>c) personal computers, laptop computers;</li> <li>d) handheld electronic products designed primarily for the storage, management, use or transmission of information by electronic means, for example computer tablet or slate devices and personal digital assistants;</li> <li>e) audio, audio-visual, camera and photographic equipment;</li> <li>f) satellite navigation and speed camera detection or warning equipment;</li> </ol> <p>from any <b>vehicle</b> which is owned or operated by the <b>Policyholder</b>, their representatives or <b>employees</b>, when this is unoccupied unless the equipment is placed out of sight;</p> </li> <li>4) which did not occur during the <b>period of insurance</b>.</li> </ol>
Exhibition and Demonstration	<p>The cover provided by Section 1 includes exhibition goods and equipment comprising:</p> <ul style="list-style-type: none"> <li>• <b>subject-matter insured</b>;</li> <li>• tools and samples;</li> <li>• exhibition stands and equipment;</li> <li>• demonstration equipment; and</li> <li>• advertising and promotional goods;</li> </ul> <p>belonging to the <b>Policyholder</b> or for which they are responsible and used for the purposes of the <b>Policyholder's</b> normal business activities in accordance with the business description stated in the Schedule, whilst in transit to, from and whilst at exhibition, trade fair or demonstration site for periods of up to of 30 days, including during unpacking, assembly, whilst in use, dismantling and repacking.</p> <p>The cover provided by this clause in respect of loss or damage resulting from theft or attempted theft of information technology equipment is subject to the <b>limit</b> stated in the Schedule. Within the context of this clause, by information technology equipment <b>we</b> mean:</p> <ul style="list-style-type: none"> <li>• computer equipment and peripherals;</li> <li>• personal computers, laptop computers;</li> <li>• handheld electronic products designed primarily for the storage, management, use or transmission of information by electronic means, for example computer tablet or slate devices and personal digital assistants.</li> </ul> <p><b>We</b> will pay for loss of non-recoverable exhibition costs which the <b>Policyholder</b> is contractually obliged to pay arising:</p> <ul style="list-style-type: none"> <li>• as a direct result of exhibition goods or equipment suffering loss or damage recoverable under this clause; and</li> </ul>

	<ul style="list-style-type: none"> <li>from the <b>Policyholder's</b> consequent inability to attend any exhibition or trade fair during the 3 months immediately following the date of the incident giving rise to this loss or damage.</li> </ul> <p>There is no cover provided by this clause for loss or damage:</p> <ol style="list-style-type: none"> <li>1) which was not the result of a sudden identifiable and unintended or unforeseen external fortuitous cause;</li> <li>2) resulting from theft or attempted theft which does not involve forcible and violent means and/or actual or threatened assault or violence. This does not apply during transit of <b>subject-matter insured</b> and other goods or equipment by a method of conveyance which is not owned or operated by the <b>Policyholder</b>, their representatives or <b>employees</b>.</li> </ol>
Materials Handling Equipment	<p>The cover provided by Section 1 includes loading, unloading and positioning equipment belonging to the <b>Policyholder</b>, or for which they are responsible, used for the purposes of their normal business activities in accordance with the business description stated in the Schedule and that is normally carried with the <b>vehicle</b>, whilst loaded on any <b>vehicle</b> owned or operated by the <b>Policyholder</b> or whilst being used by <b>employees</b>.</p> <p>There is no cover provided by this clause for loss or damage:</p> <ol style="list-style-type: none"> <li>1) which was not the result of a sudden identifiable and unintended or unforeseen external fortuitous cause;</li> <li>2) resulting from theft or attempted theft which does not involve forcible and violent means and/or actual or threatened assault or violence;</li> <li>3) which did not occur during the <b>period of insurance</b>.</li> </ol>
Own Goods and Equipment	<p>The cover provided by Section 1 includes the <b>Policyholder's</b> own goods and equipment, used for the purposes of the <b>Policyholder's</b> normal business activities in accordance with the business description stated in the Schedule, whilst in transit within Ireland, the United Kingdom, The Channel Islands and The Isle of Man, including whilst being loaded onto or unloaded from the carrying <b>vehicle</b> or conveyance.</p> <p>The cover provided by this clause does not apply to goods or equipment which are the subject of an external commercial or internal, sale or purchase.</p> <p>There is no cover provided by this clause for loss or damage:</p> <ol style="list-style-type: none"> <li>1) which was not the result of a sudden identifiable and unintended or unforeseen external fortuitous cause;</li> <li>2) resulting from theft or attempted theft which does not involve forcible and violent means and/or actual or threatened assault or violence. This does not apply during transit of the goods and equipment by a method of conveyance which is not owned or operated by the <b>Policyholder</b>, their representatives or <b>employees</b>;</li> <li>3) resulting from theft or attempted theft of any       <ol style="list-style-type: none"> <li>a) computer equipment and peripherals;</li> <li>b) mobile telephones, satellite telephones and smart telephones;</li> <li>c) personal computers, laptop computers;</li> <li>d) handheld electronic products designed primarily for the storage, management, use or transmission of information by electronic means, for example computer tablet or slate devices and personal digital assistants;</li> <li>e) audio, audio-visual, camera and photographic equipment;</li> <li>f) satellite navigation and speed camera detection or warning equipment;</li> </ol> </li> </ol>

	<p>from any <b>vehicle</b> when this is unoccupied unless the equipment is placed out of sight.</p>
Stowage Equipment	<p>The cover provided by Section 1 includes stowage equipment comprising:</p> <ul style="list-style-type: none"> <li>• tarpaulins, sheets, <b>vehicle</b> curtains;</li> <li>• ropes, chains, toggles, straps;</li> <li>• packing materials;</li> <li>• reusable pallets;</li> </ul> <p>and similar equipment belonging to the <b>Policyholder</b>, or for which they are responsible, used for the purposes of their normal business activities in accordance with the business description stated in the Schedule and whilst on <b>vehicles</b> owned or operated by the <b>Policyholder</b>.</p> <p>There is no cover provided by this clause for loss or damage:</p> <ol style="list-style-type: none"> <li>1) which was not the result of a sudden identifiable and unintended or unforeseen external fortuitous cause;</li> <li>2) resulting from theft or attempted theft which does not involve forcible and violent means and/or actual or threatened assault or violence;</li> <li>3) which did not occur during the <b>period of insurance</b>.</li> </ol>
Subject-Matter Insured	<p>Despite any provision to the contrary in either the Schedule or the Wording, Section 2 covers:</p> <ul style="list-style-type: none"> <li>• computer equipment and peripherals;</li> <li>• mobile telephones, satellite telephones and smart telephones;</li> <li>• personal computers, laptop computers;</li> <li>• handheld electronic products designed primarily for the storage, management, use or transmission of information by electronic means, for example computer tablet or slate devices and personal digital assistants;</li> <li>• audio, audio-visual, camera and photographic equipment;</li> <li>• satellite navigation and speed camera detection or warning equipment;</li> </ul> <p>when included within any clause that is insured.</p>
Basis of Claims Settlement	<p>At <b>our</b> option <b>we</b> will pay for the repair or replacement of any <b>subject-matter insured, employees'</b> effects, goods, equipment, stands, tools or samples which suffers loss or damage recoverable under Section 2, but will not pay more than:</p> <ul style="list-style-type: none"> <li>• the new replacement value for goods, equipment or effects, which are not more than one year old on the date of the incident giving rise to the claim under this insurance, otherwise replacement cost with goods, equipment or effects of a similar specification, condition and age; or</li> <li>• the <b>Policyholder's</b> liability under any applicable hire, loan, lease or other agreement.</li> </ul>

Cover	<p>Cover under Section 3 will only be provided if shown as insured in the Schedule within Situation Insured and is for the sole benefit of the <b>Policyholder</b> only.</p> <p>Please refer to the Schedule for the <b>limits</b> and <b>deductibles</b> applying to Section 3.</p>
	<p>Section 3 covers all risks of loss of or damage to <b>subject-matter insured</b> which occurs during the <b>period of insurance</b> and whilst at the premises stated under Storage Premises and Limits in the Schedule, including whilst being moved within the confines of these premises. Cover under Section 3 terminates once <b>subject-matter insured</b> is set in motion for transit.</p>
SRCC and Terrorism	<p>The cover provided under Section 3 includes loss of or damage to <b>subject-matter insured</b>:</p> <ol style="list-style-type: none"> <li>1) caused directly by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions but not that: <ol style="list-style-type: none"> <li>a) resulting solely from any strikes, lock-outs, labour disturbances, riots or civil commotions taking place;</li> <li>b) arising from the absence shortage or withholding of labour of any description whatsoever.</li> </ol> </li> <li>2) whilst in storage at those premises which are in Ireland, England, Scotland and Wales only, caused by: <ol style="list-style-type: none"> <li>a) 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;</li> <li>b) any person acting from a political, ideological or religious motive;</li> </ol> <p>but only up to a first-loss <b>limit</b> of EUR 100,000 or the <b>limit</b> applying at the premises whichever is the least. Within the context of this clause, by a first-loss <b>limit we</b> mean this first-loss <b>limit</b> is less than the potential maximum insured value of <b>subject-matter insured</b> and the provisions of the Average and Underinsurance clause do not apply to this first-loss <b>limit</b>.</p> </li> </ol>
Section 2 Ancillary Equipment	<p>The cover provided under Section 3 includes any:</p> <ul style="list-style-type: none"> <li>• samples;</li> <li>• exhibition stands and equipment;</li> <li>• demonstration equipment;</li> <li>• advertising and promotional goods;</li> </ul> <p>for which there is cover under Section 2.</p>

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 Clauses Covering  
Additional Costs

Debris Removal Costs (Storage)	<p>Following loss of or damage to <b>subject-matter insured</b> recoverable under Section 3, <b>we</b> will pay reasonable additional costs incurred by the <b>Policyholder</b> arising from the removal or disposal of debris and/or destruction of damaged <b>subject-matter insured</b>.</p> <p>The cover provided by this clause includes reasonable additional costs incurred by the <b>Policyholder</b> in removing <b>subject-matter insured</b> from premises to avoid or prevent immediately impending loss or damage recoverable under Section 3, but does not cover costs incurred following imposition of any Risk Improvement Requirement by <b>us</b>.</p> <p>There is no cover provided by this clause for any costs or expenses incurred caused by or arising from pollution or to avoid or mitigate pollution or any threat thereof.</p>
Additional Conditions Precedent	<p>In addition to the General Conditions Precedent, the cover provided under Section 3 is subject to the following conditions precedent to <b>our</b> liability under this insurance.</p> <p>If any of these conditions precedent do not apply, this will be stated in the Schedule.</p>
Construction of Own Buildings	<p>Any building which is under the direct control of the <b>Policyholder</b> must be of substantial construction.</p> <p>Within the context of this condition, by substantial construction <b>we</b> mean a building (other than doors, windows and skylights) that is built entirely either of steel, brick, stone or concrete, having permanent foundations below ground level and roofed entirely with either slates, tiles, metal, concrete or sheets or slabs of entirely mineral composition.</p>
Fire Extinguishing Devices	<p>Any premises which are under the direct control of the <b>Policyholder</b>:</p> <ul style="list-style-type: none"> <li>• must be equipped with the minimum fire extinguishing devices required by the relevant Authority; and</li> <li>• all of these devices must be in effective working order, maintained and tested according to manufacturers' maintenance guidelines and/or statutory fire regulations with appropriate records kept.</li> </ul>
Own Premises Intruder Alarm	<p>Any premises under the direct control of the <b>Policyholder</b> must have the protection of an intruder alarm system which is installed, inspected and maintained under contract by an approved installer and which must protect all <b>subject-matter insured</b> situated within any building at the premises.</p> <p>Within the context of this condition by approved installer <b>we</b> mean one that is approved or certified in the UK by the National Security Inspectorate (NSI) or the Security Systems and Alarms Inspection Board (SSAIB), or in Ireland by The National Standards Authority of Ireland (NSAI) or SSAIB, or as agreed by <b>us</b>.</p> <p>The intruder alarm system is deemed to include all equipment and telecommunication lines used to transmit signals to and from the premises in which it is installed.</p> <p>If <b>we</b> have approved the alarm system this must not have any alterations made to it, or be substituted without <b>our</b> agreement.</p> <p>The intruder alarm system must be kept in full working order and tested regularly.</p>



All intruder alarm system keys must be removed from the premises when these are closed for business or unattended and the secrecy of the codes for the operation of the intruder alarm system must be maintained and no details of the codes should be left on the premises.

Setting the intruder alarm system: whenever the premises are closed for business or left unattended the intruder alarm system must be set in its entirety and be fully operational, including acknowledgement of any monitoring party's connection setting signal.

Following an alarm condition requiring the attention of a key holder or identification of any fault in the intruder alarm system including the means to transmit or receive signals to or from the intruder alarm system, **subject-matter insured** must not be left unattended until the above procedure for setting the intruder alarm system has been repeated successfully.

**We** must be informed as soon as is practicable if:

- the **Policyholder** receives notice of withdrawal or reduction, or possible withdrawal or reduction, of response to intruder alarm activations by either the law enforcement authorities or the party who monitors the intruder alarm system;
- the intruder alarm system is otherwise rendered inoperable or ineffective.

During any period the alarm system is rendered inoperable or ineffective, the **Policyholder** will be responsible for 20% of the insured value of any **subject-matter insured** lost or damaged which results from theft, attempted theft, malicious damage or arson. Any **deductible** will also apply in addition, but prior to, this 20%.

The **Policyholder** must appoint a key holder and lodge details (which must be kept up to date) with the party who monitors the intruder alarm system.

A key holder can be either:

- a key holding company authorised by the **Policyholder** who is available at all times; and/or
- an **employee**, of which there should be a minimum of two, one of whom must be available at all times;

who and has been fully trained in the operation of the intruder alarm system and who will accept notification of alarm activations or faults relating to the intruder alarm system and attend the premises.

The **Policyholder** must have effective procedures in place to bring the provisions of this condition to the attention of all **employees** and security guards who have responsibility for securing the premises and ensure these are understood by them. Any failure to do so will not affect the application of this condition.

Within the context of this condition, by unattended **we** mean at all times when an **employee** or professional security guard acting on the **Policyholder's** behalf does not have sight of and is not in a position to take action to prevent any unauthorised interference with or access to **subject-matter insured** or the premises in which it is contained unless precluded from doing so by forcible and violent means and/or actual or threatened assault or violence.

Own Premises Security – Locking of Premises	<p>Whenever any premises which are under the direct control of the <b>Policyholder</b> are unattended:</p> <ul style="list-style-type: none"> <li>• all external points of access must be securely closed and locked;</li> <li>• all keys must be either removed from the building or kept in a secure place; and</li> <li>• any security or protective devices fitted at the building must be set and operational.</li> </ul> <p>The <b>Policyholder</b> must have effective procedures in place to bring the provisions of this condition to the attention of all <b>employees</b> and security guards who have responsibility for securing the premises and ensure these are understood by them. Any failure to do so will not affect the application of this condition.</p> <p>Within the context of this condition, by unattended <b>we</b> mean at all times when an <b>employee</b> or professional security guard acting on the <b>Policyholder's</b> behalf does not have sight of and is not in a position to take action to prevent any unauthorised interference with or access to <b>subject-matter insured</b> or the premises in which it is contained unless precluded from doing so by forcible and violent means and/or actual or threatened assault or violence.</p>
Additional Restrictions	<p>In addition to the General Restrictions, the cover provided under Section 3 is subject to the following Additional Restrictions.</p> <p>If any of these restrictions do not apply, this will be stated in the Schedule.</p>
Average and Underinsurance	<p>If, immediately prior to the time of any loss or damage the insured value of all <b>subject-matter insured</b> in store at the premises at which the loss or damage occurs is higher than the <b>limit</b> applying at those premises, then any claim under this insurance will be reduced in proportion as follows:</p> <ul style="list-style-type: none"> <li>• the <b>limit</b> applying at the premises; divided by</li> <li>• the insured value of all <b>subject-matter insured</b> at the premises at the time the loss or damage occurred.</li> </ul>
Stillage – Own Premises	<p>At any premises which are under the direct control of the <b>Policyholder subject-matter insured</b> must be stored a minimum of 10 cm above floor level. If it is not, then <b>we</b> will not cover the first 20% of the insured value of any damage, or the first EUR 20,000 if greater, caused by water.</p> <p>This restriction will not apply if the <b>Policyholder</b> can demonstrate that noncompliance did not increase the risk of the damage which occurred, in the circumstances in which it occurred.</p>
Stillage – Third Party Premises	<p>The <b>Policyholder</b> must have effective procedures in place to give instructions and annual reminders to all parties who store <b>subject-matter insured</b> on their behalf, regardless of whether a specific charge is made for this, requiring that all <b>subject-matter insured</b> is stored a minimum of 10 cm above floor level. These instructions and reminders may be in any form, but a reply must be received from the storage provider confirming compliance with the requirement.</p> <p>If <b>you</b> do not have these procedures in place, then <b>we</b> will not cover the first 20% of the insured value of any damage, or the first EUR 20,000 if greater, caused by water.</p> <p>This restriction will not apply if the <b>Policyholder</b> can demonstrate that noncompliance did not increase the risk of the damage which occurred, in the circumstances in which it occurred.</p>

Additional Exclusions	<p>In addition to the General Exclusions, the cover provided under Section 3 is subject to the following Additional Exclusions.</p> <p>If any of these exclusions do not apply, this will be stated in the Schedule.</p> <p>Section 3 does not cover:</p>
Insolvency	<p>loss, damage, liability, costs or expense arising from insolvency or financial default of the owners or operators of the premises in which <b>subject-matter insured</b> is stored where, at the time <b>subject-matter insured</b> is placed in store, the <b>Policyholder</b> is aware, or in the ordinary course of business should be aware, of the insolvency or financial default.</p>
Insufficient Packing	<p>loss, damage, liability, costs or expense caused by insufficiency or unsuitability of packing or preparation of <b>subject-matter insured</b> to withstand the ordinary incidents of storage when the packing or preparation is carried out by the <b>Policyholder</b> or <b>employees</b>, or prior to the attachment of this insurance.</p>
Misconduct	<p>loss, damage, liability, costs or expense attributable to any wilful misconduct or reckless act or omission of the <b>Policyholder</b>.</p>
Non-fortuitous Causes	<p>loss, damage, liability, costs or expense:</p> <ul style="list-style-type: none"> <li>• which was not the result of a sudden identifiable and unintended or unforeseen external fortuitous cause;</li> <li>• caused by inherent vice or nature of <b>subject-matter insured</b>;</li> <li>• arising from shortage discovered during stock or inventory taking unless this is commenced immediately following a theft of <b>subject-matter insured</b> recoverable under this insurance;</li> <li>• arising from the misfiling or misplacing of information.</li> </ul>
Other Sections	<p>loss, damage, liability, costs or expense which are or would be recoverable under any other Section or clause of this insurance;</p> <ul style="list-style-type: none"> <li>• even if the <b>Policyholder</b> does not have the benefit of that Section or clause; or</li> <li>• when the insured value of <b>subject-matter insured</b>, <b>employees'</b> effects, goods, equipment, tools or samples exceeds the <b>limit</b> applying to that Section or clause.</li> </ul>
Storage Below Ground Level	<p>loss, damage, liability, costs or expense resulting from <b>subject-matter insured</b> being stored in basements or cellars, or otherwise below ground level.</p>
Storage in the Open	<p>loss, damage, liability, costs or expense resulting from <b>subject-matter insured</b> being stored in the open or in temporary structures.</p>
Storage Outside the Premises	<p>loss, damage, liability, costs or expense resulting from <b>subject-matter insured</b> being stored within <b>containers, vehicles</b> or other conveyances outside buildings other than as provided for within the Transit Extension – Own Premises Parking clause contained within Section 1.</p>

Unfitness of Premises	loss, damage, liability, costs or expense arising from unfitness of premises for the safe storage of <b>subject-matter insured</b> where, at the time <b>subject-matter insured</b> is placed in store, the <b>Policyholder</b> is aware, or in the ordinary course of business should be aware, of the unfitness.
Unimpeded Theft	loss, damage, liability, costs or expense resulting from theft or attempted theft: <ol style="list-style-type: none"><li>1) which does not involve forcible and violent entry to or exit from the premises in which <b>subject-matter insured</b> was being stored; or</li><li>2) unless following upon actual or threatened assault or violence; or</li><li>3) by any person lawfully in the premises in which <b>subject-matter insured</b> was being stored, unless involving theft or attempted theft in the circumstances set out in parts 1 and 2 of this exclusion.</li></ol>
War Risks	loss, damage, liability, costs or expense: <ul style="list-style-type: none"><li>• caused by war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power;</li><li>• caused by actual or attempted capture, seizure, arrest, restraint or detainment and the consequences of these actions;</li><li>• caused by derelict weapons of war.</li></ul>

	<p>The cover provided under Section 4 applies to this insurance as a whole. If any of these clauses do not apply to this insurance, this will be stated in the Schedule.</p> <p>Please refer to the Schedule for the <b>limits</b> and <b>deductibles</b> applying to Section 4.</p>
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### Additional Cover

Brand and Trademark Protection	<p>The <b>Policyholder</b> retains control of all damaged <b>subject-matter insured</b>, goods, equipment, tools or samples bearing brands, trademarks or other permanent markings which identify the <b>Policyholder</b> or their supplier and have this either sold for the best available price after removal of all identifying markings, reconditioned, remanufactured or destroyed.</p> <p>Any action taken must be capable of verification by <b>our</b> nominated representative.</p>
Duty and Taxes	<p><b>We</b> will pay the amount of any customs and excise duty, tax, levy or similar fiscal charge paid or payable by <b>you</b> to central or local government revenue authorities on that part of any <b>subject-matter insured</b> that suffers loss or damage recoverable under this insurance.</p> <p>When <b>we</b> have made a payment under this clause, any rebates of customs and excise duty, tax, levy or similar fiscal charge must be repaid to <b>us</b>.</p>
Packing	<p><b>We</b> will not use insufficiency or unsuitability of:</p> <ul style="list-style-type: none"> <li>• the packing or preparation of <b>subject-matter insured</b>; and/or</li> <li>• stowage in a <b>container</b>;</li> </ul> <p>as a defence against a claim under this insurance if this has not been carried out by the <b>Policyholder</b> or <b>employees</b> and has arisen entirely outside the <b>Policyholder's</b> control without the knowledge of a <b>responsible employee</b>.</p> <p>In respect of <b>subject-matter insured</b> shipped unpacked and/or partially protected cover remains subject to the Subject-Matter Insured Unpacked or Partially Protected General Exclusion.</p>
Pairs and Sets	<p>If any <b>subject-matter insured</b> being part of a pair or set, which is insured by <b>us</b> in its entirety, suffers loss or damage recoverable under this insurance and is beyond satisfactory economic repair or replacement, <b>we</b> will pay for the insured value of the whole pair or set.</p> <p>When the pair or set is not insured by <b>us</b> in its entirety, <b>we</b> will not pay:</p> <ul style="list-style-type: none"> <li>• more than the proportionate insured value of any particular part which is lost or damaged and that is covered by this insurance; or</li> <li>• for any consequent depreciation of the pair or set or any part thereof.</li> </ul>

Additional Costs

<p>Airfreight and Express Replacement</p>	<p>Should there be loss of or damage to <b>subject-matter insured</b> recoverable under this insurance, at the <b>Policyholder's</b> option <b>we</b> will pay the reasonable costs of dispatch by the most expedient method of shipment of:</p> <ul style="list-style-type: none"> <li>• replacement <b>subject-matter insured</b> to the destination to which it is insured; or</li> <li>• damaged <b>subject-matter insured</b> for repair and subsequent return.</li> </ul>
<p>Fumigation</p>	<p>Should <b>subject-matter insured</b> be fumigated during the period it is covered by this insurance, and irrespective of whether actual contamination or infestation is identified, <b>we</b> will pay the costs of fumigation incurred, provided that this is in addition to any normal procedure.</p>
<p>Labels</p>	<p>Should labels or wrappers suffer loss or damage recoverable under this insurance, and irrespective of whether or not the remaining <b>subject-matter insured</b> is damaged, <b>we</b> will pay the reasonable costs of new labels or wrappers including applying these and of re-packing.</p> <p>But in no case will <b>we</b> pay:</p> <ul style="list-style-type: none"> <li>• for any depreciation in value consequent upon the application of new labels or wrappers;</li> <li>• for any depreciation in value of <b>subject-matter insured</b> which cannot be identified due to labels or wrappers being lost or damaged;</li> <li>• an amount greater than the insured value of affected <b>subject-matter insured</b>.</li> </ul>
<p>Re-Packing Including Presentation Packaging</p>	<p>Should packing, which is required for subsequent transit or storage, suffer loss or damage recoverable under this insurance <b>we</b> will pay for the reasonable costs of re-packing <b>subject-matter insured</b> to an identical standard irrespective of whether or not this is damaged.</p> <p><b>We</b> will pay for the reasonable costs of replacing any presentation or trade-marked packaging when the condition of this, following loss or damage recoverable under this insurance, prevents <b>subject-matter insured</b> from being sold or displayed for sale.</p> <p><b>Our</b> liability under the clause is limited to a maximum of EUR 5,000 unless <b>our</b> prior agreement has been obtained in respect of any expenditure which in total exceeds this amount.</p>
<p>Testing, Sorting and Segregation</p>	<p>Should there be indication of loss of or damage to <b>subject-matter insured</b> recoverable under this insurance, <b>we</b> will pay the reasonable costs of sorting, segregating and testing this regardless of whether actual loss or damage is found.</p> <p><b>We</b> will also pay any reasonable re-packing costs and additional carriage and storage charges incurred.</p> <p><b>Our</b> liability under the clause is limited to a maximum of EUR 5,000 unless <b>our</b> prior agreement has been obtained in respect of any expenditure which in total exceeds this amount.</p>

Wording

**Cargo Insurance**

General Conditions Precedent To Liability

	<p>The following are conditions precedent to <b>our</b> liability under this insurance and apply to this insurance as a whole. If any of the conditions precedent do not apply to this insurance, this will be stated in the Schedule.</p>
Reasonable Precautions	<p><b>You</b> must take all reasonable and practical precautions to avoid or minimise loss, damage, liability, costs or expense which may be covered by this insurance and to protect <b>subject-matter insured</b> having due regard to its susceptibility to the risks to which it is exposed at any given time.</p>
Waiver of Recovery Rights	<p>To ensure <b>our</b> rights of recovery under subrogation are maintained, <b>you</b> must not, without <b>our</b> prior agreement, waive any rights <b>you</b> have against carriers or other parties. If <b>you</b> do, then any claim under this insurance will be reduced by the amount <b>we</b> are unable to recover because of that waiver.</p>

Wording  
**Cargo Insurance**  
 General Restrictions

	<p>The General Restrictions apply to the cover provided by this insurance as a whole. If any of these restrictions do not apply to this insurance, this will be stated in the Schedule.</p>
<p>Cutting</p>	<p>Should any <b>subject-matter insured</b> suffer damage recoverable under this insurance and the undamaged portion remains in reasonable circumstances usable if cut to a shorter length or smaller area, <b>our</b> liability under this insurance will be limited to:</p> <ul style="list-style-type: none"> <li>• the proportion of the insured value that the damaged part removed bears to the original length or area plus the costs of the cutting operation, or</li> <li>• the insured value of the damaged <b>subject-matter insured</b>;</li> </ul> <p>whichever is the least.</p>
<p>Machinery and Equipment Valuation</p>	<p>When this insurance covers machinery or electrical, electronic or mechanical equipment, should any part of a machine or piece of equipment suffer loss or damage recoverable under this insurance:</p> <ol style="list-style-type: none"> <li>1) in respect of new machinery or equipment, <b>we</b> will pay the costs of replacing, assembling, repairing and forwarding parts which are lost or damaged, together with the labour and installation charges necessary to restore the affected machine or equipment to its condition immediately prior to the loss or damage occurring; or</li> <li>2) in respect of machinery or equipment which is not new;       <ol style="list-style-type: none"> <li>a) <b>we</b> will pay the costs of replacing, assembling, repairing and forwarding parts that are lost or damaged, and refitting if incurred; but</li> <li>b) should it be necessary to manufacture new parts or accessories, <b>we</b> will only pay a proportion of the value of these parts or accessories calculated as follows:           <ul style="list-style-type: none"> <li>• the insured value of the machine; divided by</li> <li>• the value of a similar new machine.</li> </ul> </li> </ol> </li> </ol> <p>But in no case will <b>we</b> pay more than the insured value of the complete machine.</p> <p>Machinery or equipment which is not new must not have a <b>basis of valuation</b> or be insured for an amount greater than its replacement cost with goods or equipment of a similar specification, condition and age.</p> <p>Within the context of this restriction, by new <b>we</b> mean machinery or equipment that is:</p> <ul style="list-style-type: none"> <li>• one year old or less on the date the loss or damage occurs; or</li> <li>• that has completed a process of reconditioning, restoration or remanufacturing in accordance with the Subject-Matter Insured Reconditioned General Restriction during the 12 months immediately prior to the loss or damage occurring.</li> </ul>
<p>Subject-Matter Insured - Damaged</p>	<p><b>Subject-matter insured</b> which is damaged prior to attachment of this insurance is covered whilst in the ordinary course of transit only, but Clause 1 of the Institute Cargo Clauses (A) CL.382 01.01.2009 and Institute Cargo Clauses (Air) (Excluding Sendings By Post) CL.387 01.01.2009 is deleted and replaced with:</p> <ol style="list-style-type: none"> <li>1. This insurance covers, except as excluded by the provisions of Clauses 4, 5, 6, and 7 of the Institute Cargo Clauses (A) CL.382 01.01.2009 or Clauses 3, 4 and 5 Institute Cargo Clauses (Air) (Excluding Sendings By Post) CL.387 01.01.2009,       <ol style="list-style-type: none"> <li>1.1. loss of or damage to <b>subject-matter insured</b> attributable to           <ol style="list-style-type: none"> <li>1.1.1 fire or explosion</li> <li>1.1.2 accident to or breakdown of the carrying conveyance</li> </ol> </li> </ol> </li> </ol>



	<p>1.1.3 accidents during loading onto or unloading from any conveyance or shifting of cargo</p> <p>1.1.4 negligence of Master officers crew pilots repairers or charterers of the carrying conveyance</p> <p>1.1.5 discharge of cargo at a port of distress</p> <p>1.1.6 storm tempest flood earthquake volcanic eruption or lightning,</p> <p>1.2. loss of or damage to <b>subject-matter insured</b> caused by</p> <p>1.2.1 general average sacrifice</p> <p>1.2.2 jettison or washing overboard</p> <p>1.2.3 entry of sea lake or river water into vessel craft hold conveyance <b>container</b> or place of storage</p> <p>1.2.4 barratry or piracy</p> <p>1.2.5 theft or attempted theft</p> <p>1.2.6 deliberate damage to <b>subject-matter insured</b> by the wrongful act of any person.</p> <p>Except that if a report including photographs which fully details the current condition of <b>subject-matter insured</b> is undertaken by a suitably qualified engineer or surveyor a maximum of 21 days before the date transit commences, cover will be subject to the terms of this insurance without amendment, but does not cover any loss or damage noted in this report. This report will need to be submitted to <b>us</b> should a claim be made under this insurance.</p>
<p>Subject-Matter Insured - Other Parties' Goods for Repair</p>	<p>Should this insurance provide cover for <b>subject-matter insured</b> belonging to other parties whilst in the care, custody or control of the <b>Policyholder</b> for the purposes of repair, refurbishment, rectification, recalibration, restoration or testing, then for cover to operate:</p> <ol style="list-style-type: none"> <li>1) <b>subject-matter insured</b> must be at the <b>Policyholder's</b> risk at the time of the incident giving rise to the claim; and</li> <li>2) <b>subject-matter insured</b> must be in the <b>Policyholder's</b> care, custody or control for the purposes of their normal business activities in accordance with the business description stated in the Schedule; and</li> <li>3) the value of either all of <b>subject-matter insured</b> involved or the <b>Policyholder's</b> turnover applicable to the work undertaken must be included in the values advised to <b>us</b> prior to inception of this insurance and (if applicable) within any declaration of actual values under this insurance.</li> </ol> <p>The <b>basis of valuation</b> applying to this <b>subject-matter insured</b> will be the replacement cost on the date the loss or damage occurred with goods or equipment of a similar specification, condition and age, but <b>we</b> will not pay more than the <b>Policyholder's</b> liability under any applicable contract in relation to the work being undertaken.</p>
<p>Subject-Matter Insured - Reconditioned</p>	<p><b>Subject-matter insured</b> which has been fully reconditioned, restored or remanufactured will be treated by <b>us</b> as new subject to:</p> <ul style="list-style-type: none"> <li>• this not having been used or in operation since undergoing any of these processes, other than for the purposes of testing or trial; and</li> <li>• the work having been carried out by a company whose work carries a guarantee.</li> </ul>

Wording  
**Cargo Insurance**  
General Restrictions

Subject-Matter Insured -  
Recorded Information

In respect of loss of **subject-matter insured** which constitutes recorded information:

- **we** will only make a payment under this insurance if there is loss of or damage to the storage medium on which the recorded information is stored; but
- will not pay for more than the replacement cost of the storage medium upon which the recorded information was stored plus the cost of copying the recorded information onto new storage medium.

	<p>The General Exclusions apply to the cover provided by this insurance as a whole. If any of these exclusions do not apply to this insurance, this will be stated in the Schedule.</p> <p>Other than in respect of any cover provided under Section 3, the General Exclusions incorporate the exclusions contained within the Institute Clauses which constitute part of this insurance.</p>
<p>Sanction Limitation and Exclusion</p>	<p>This insurance does not provide cover and <b>we</b> shall not be liable to pay any claim or provide any benefit to the extent that the provision of the cover, payment of the claim or provision of the benefit would expose <b>us</b> to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Ireland, the European Union or United States of America.</p> <p>This exclusion shall be paramount and shall override anything contained in this insurance that is inconsistent with it.</p>
<p>Communicable Disease JC2020-011 amended</p>	<ol style="list-style-type: none"> <li>1) Despite any provision to the contrary in either the Schedule or the Wording, this insurance does not cover any loss, damage, liability, claim, costs or expense of whatsoever nature caused by, contributed to by, resulting from, arising out of, or in connection with a communicable disease or the fear or threat (whether actual or perceived) of a communicable disease regardless of any other cause or <b>event</b> contributing concurrently or in any other sequence to the loss, damage, liability, claim, costs or expense.</li> <li>2) Within the context of this exclusion, by communicable disease <b>we</b> mean any disease which can be transmitted by means of any substance or agent from any organism to another organism where:       <ol style="list-style-type: none"> <li>a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and</li> <li>b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and</li> <li>c) the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.</li> </ol> </li> </ol>
<p>Cyber Exclusion</p>	<ol style="list-style-type: none"> <li>1) Subject only to part 3 of this exclusion, in no case shall this insurance cover loss, damage, liability, costs or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.</li> <li>2) Subject to the terms of this insurance, the cover otherwise provided shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if that use or operation is not as a means for inflicting harm.</li> <li>3) If this insurance covers the risks of:       <ul style="list-style-type: none"> <li>• war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power; or</li> <li>• 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</li> </ul> </li> </ol>

	<ul style="list-style-type: none"> <li>any person acting from a political, ideological or religious motive;</li> </ul> <p>part 1 of this exclusion shall not operate to exclude losses (which are otherwise recoverable under this insurance) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.</p> <p>Other than in respect of specific cover provided by any Cyber Write-Back stated in the Schedule, this exclusion shall be paramount and shall override anything contained in this insurance that is inconsistent with it.</p>
<p>Radioactive Contamination, Chemical, Biological, Biochemical and Electromagnetic Weapons Exclusion</p>	<p>In no case shall this insurance cover loss, damage, liability, costs or expense directly or indirectly caused by or contributed to by or arising from:</p> <ul style="list-style-type: none"> <li>ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;</li> <li>the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;</li> <li>any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;</li> <li>the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter, but this does not extend to radioactive isotopes, other than nuclear fuel, when these isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;</li> <li>any chemical, biological, bio-chemical, or electromagnetic weapon.</li> </ul> <p>This exclusion shall be paramount and shall override anything contained in this insurance that is inconsistent with it.</p>
<p>Termination of Transit (Terrorism) Exclusion</p>	<p>This insurance does not cover:</p> <p>1) loss, damage, liability, costs or expense directly or indirectly caused by or contributed to by or arising from:</p> <ul style="list-style-type: none"> <li>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</li> <li>any person acting from a political, ideological or religious motive;</li> </ul> <p>when <b>subject-matter insured</b> is not in the ordinary course of transit and, in consequence cover terminates either:</p> <ol style="list-style-type: none"> <li>as per the transit clauses contained within this insurance; or</li> <li>on completion of unloading from the carrying <b>vehicle</b> or other conveyance in or at the final warehouse or place of storage at the destination to which it is insured;</li> <li>on completion of unloading from the carrying <b>vehicle</b> or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination to which it is insured, which the <b>Assured</b> or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution; or</li> </ol>

	<p>d) when the <b>Assured</b> or their employees elect to use any carrying <b>vehicle</b> or other conveyance or any <b>container</b> for storage other than in the ordinary course of transit; or</p> <p>e) in respect of sea transits, on the expiry of 60 days after completion of discharge oversee of <b>subject-matter insured</b> from the oversea vessel at the final port of discharge;</p> <p>f) in respect of air transits, on the expiry of 30 days after unloading <b>subject-matter insured</b> from the aircraft at the final place of discharge;</p> <p>whichever occurs first,          except that,          when the terms this insurance make specific provision to cover loss of or damage to <b>subject-matter insured</b> caused by any act of terrorism outside the ordinary course of transit, the cover that would otherwise have been excluded by part 1 of this exclusion will continue but <b>our</b> liability will be subject to the <b>limit</b> stated within that specific provision.</p> <p>2) If this insurance provides cover for inland or other further transits following on from storage, or termination as provided for in part 1 of this exclusion, cover will re-attach, and continues during the ordinary course of that transit terminating again in accordance with this exclusion.</p> <p>This exclusion shall be paramount and shall override anything contained in this insurance that is inconsistent with it.</p>
Other Exclusions	This insurance does not cover:
Avoidable Theft - Vehicle Locking	<p>theft or attempted theft from or of any <b>vehicle</b>:</p> <ul style="list-style-type: none"> <li>• owned or operated by the <b>Policyholder</b>; or</li> <li>• owned, hired, leased or borrowed by an <b>employee</b>; or</li> <li>• owned or operated by a <b>Policyholder's</b> representative;</li> </ul> <p>which is left unattended unless all of the following requirements are complied with:</p> <ul style="list-style-type: none"> <li>• all points of access to the <b>vehicle</b> must be securely closed and locked;</li> <li>• any top boxes and panniers must be securely closed and locked;</li> <li>• all keys must be removed from the <b>vehicle</b> and either retained by the <b>Policyholder</b>, the <b>employee</b> or representative or kept in a secure place;</li> <li>• any security devices fitted to the <b>vehicle</b> must be set and operational; and</li> <li>• in the case of motorcycles and their trailers, outside the normal working day, <b>subject-matter insured</b> must be removed to a locked secure building unless the motorcycle and/or trailer is parked in a locked secure building.</li> </ul> <p>Within the context of this exclusion, by unattended <b>we</b> mean at all times when an <b>employee</b>, the representative or professional security guard acting on the <b>Policyholder's</b> behalf does not have sight of and is not in a position to take action to prevent any unauthorised interference with or access to the <b>vehicle</b> or contents, unless precluded from doing so by forcible and violent means and/or actual or threatened assault or violence.</p> <p>The <b>Policyholder</b> must have effective procedures in place to bring the provisions of this exclusion to the attention of all <b>employees</b> and representatives who have responsibility for securing the <b>vehicle</b> and ensure these are understood by them. Any failure to do so will not affect the application of this exclusion.</p>

	<p>If an <b>employee</b> or representative fails to comply with these requirements, but the <b>Policyholder</b> can clearly evidence to <b>us</b> that they have effective procedures in place to bring the provisions of this exclusion to the attention of all <b>employees</b> and representatives who drive or have responsibility for <b>vehicles</b>, cover will be provided subject to the <b>Policyholder</b> being responsible for 20% of the insured value of any loss or damage resulting from theft or attempted theft. Any <b>deductible</b> will also apply in addition, but prior to, this 20%.</p>
Avoidable Theft – Vehicle Overnight Parking	<p>theft or attempted theft from or of any <b>vehicle</b>:</p> <ul style="list-style-type: none"><li>• owned or operated by the <b>Policyholder</b>; or</li><li>• owned, hired, leased or borrowed by an <b>employee</b>; or</li><li>• owned or operated by a <b>Policyholder’s</b> representative;</li></ul> <p>which is left unattended prior to or after completion of the working day or during non-working days when the insured value of <b>subject-matter insured</b> and all other goods and equipment within the <b>vehicle</b> exceeds EUR 7,500, unless the <b>vehicle</b> is parked in accordance with one of the following requirements:</p> <ul style="list-style-type: none"><li>• in a fully enclosed building of substantial construction which is either securely locked or under constant supervision; or</li><li>• in a compound or yard which is fully enclosed by a perimeter wall or fencing and either securely locked or under constant supervision; or</li><li>• in a vehicle security park which is under constant supervision.</li></ul> <p>If it is not possible to comply with one of these requirements, <b>subject-matter insured</b> may be removed from the <b>vehicle</b> to either:</p> <ul style="list-style-type: none"><li>• a fully enclosed building of substantial construction; or</li><li>• an <b>employee’s</b> or <b>Policyholder’s</b> representative hotel room or private dwelling or a garage which forms part of the <b>employee’s</b> or <b>Policyholder’s</b> representative’s private dwelling; and</li></ul> <p>subject to the other terms of this insurance, cover for any loss of or damage to <b>subject-matter insured</b> resulting from theft or attempted theft will be payable when following entry to or exit from the building by forcible and violent means and/or actual or threatened assault or violence.</p> <p>Within the context of this exclusion:</p> <ul style="list-style-type: none"><li>• by unattended <b>we</b> mean at all times when an <b>employee</b> or professional security guard acting on the <b>Policyholder’s</b> behalf does not have sight of and is not in a position to take action to prevent any unauthorised interference with or access to the <b>vehicle</b> or contents, unless precluded from doing so by forcible and violent means and/or actual or threatened assault or violence. <b>Subject-matter insured</b> contained within a <b>vehicle</b> or the <b>vehicle</b> itself will not be deemed as unattended if the <b>employee</b> has parked-up and is asleep within the <b>vehicle</b>.</li><li>• by substantial construction <b>we</b> mean a building (other than doors, windows and skylights) that is built entirely either of steel, brick, stone or concrete, having permanent foundations below ground level and roofed entirely with either slates, tiles, metal, concrete or sheets or slabs of entirely mineral composition.</li></ul> <p>The <b>Policyholder</b> must have effective procedures in place to bring the provisions of this exclusion to the attention of all <b>employees</b> and representatives who have responsibility for securing the <b>vehicle</b> and ensure these are understood by them. Any failure to do so will not affect the application of this exclusion.</p> <p>If an <b>employee</b> or representative fails to comply with one of these requirements, but the <b>Policyholder</b> can clearly evidence to <b>us</b> that they have effective procedures in</p>

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	<p>place to bring the provisions of this exclusion to the attention of all <b>employees</b> and representatives who drive, or have responsibility for <b>vehicles</b>, cover will be provided subject to the <b>Policyholder</b> being responsible for 20% of the insured value of any loss or damage resulting from theft or attempted theft. Any <b>deductible</b> will also apply in addition, but prior to, this 20%.</p>
Electrical, Electronic or Mechanical Derangement	<p>electrical, electronic or mechanical derangement or failure of <b>subject-matter insured</b> which was not the result of a sudden identifiable and unintended or unforeseen external fortuitous cause. But this exclusion will only apply to that part of any <b>subject-matter insured</b> directly affected and not to the remainder or other surrounding <b>subject-matter insured</b> which is damaged in consequence, unless otherwise excluded from the cover provided.</p>
Other Insurances	<p>loss, damage, liability, costs or expense which are covered by or would, but for the existence of this insurance, be covered by any other insurance arrangements except in respect of any additional amounts beyond the amount which would have been payable under these other insurance arrangements had this insurance not been effected.</p>
Process	<p>loss, damage, liability, costs or expense:</p> <ul style="list-style-type: none"> <li>caused by or arising from <b>subject-matter insured</b> being in use, in operation, being worked on or undergoing any process or procedure connected with its production, for example manufacture, conversion, treatment, assembly, dismantling, modification, renovation, re-conditioning, testing, servicing or repair; or</li> <li>attributable to faulty assembly or construction of <b>subject-matter insured</b>.</li> </ul> <p>But this exclusion:</p> <ul style="list-style-type: none"> <li>will only apply to that part of any <b>subject-matter insured</b> directly affected and not to the remainder or other surrounding <b>subject-matter insured</b> which is damaged in consequence, unless otherwise excluded from the cover provided; and</li> <li>does not apply in respect of packing, labelling, wrapping and similar activities necessary for the dispatch or receipt of <b>subject-matter insured</b>.</li> </ul>
Specific Risks	<ul style="list-style-type: none"> <li>rusting, oxidation, discolouration;</li> <li>scratching, bruising, denting, marring, chipping and subsequent costs of repainting;</li> <li>twisting, bending, distortion;</li> </ul> <p>of <b>subject-matter insured</b> which was not the result of a sudden identifiable and unintended or unforeseen external fortuitous cause.</p>
Subject-Matter Insured Unpacked or Partially Protected	<ul style="list-style-type: none"> <li>rusting, oxidisation, discolouration;</li> <li>scratching, bruising, denting, marring, chipping, costs of repainting;</li> <li>twisting, bending, distortion;</li> </ul> <p>howsoever arising, of <b>subject-matter insured</b> which is unpacked or partially protected.</p> <p><b>Subject-matter insured</b> shipped in <b>containers</b> or on trailers without any other form of packing or protection will be treated by <b>us</b> as unpacked or partially protected.</p>

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Wear, Tear and Gradual Deterioration	wear and tear or gradual deterioration of <b>subject-matter insured</b> .
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<p>Introduction</p>	<p>This introduction does not form part of the terms of this insurance.</p> <p>To make or notify a potential claim, please contact the party shown under Contacts in the Schedule. Depending on the value and type of loss involved, <b>we</b> may:</p> <ul style="list-style-type: none"> <li>ask <b>you</b> for additional information and supporting documentation;</li> <li>appoint an independent loss adjuster or surveyor to investigate the circumstances.</li> </ul> <p>A loss adjuster or surveyor is there to assist <b>you</b>, particularly in minimising the loss or damage and arranging any salvage sale.</p> <p><b>We</b> aim to deal with <b>your</b> claim promptly and fairly and will keep the <b>Policyholder's</b> insurance advisor updated on the progress of <b>your</b> claim.</p> <p>Whilst <b>we</b> require <b>you</b> to hold third parties, including carriers, liable for any loss or damage, <b>we</b> do not expect <b>you</b> to finalise this action before <b>we</b> will consider <b>your</b> claim. Please be aware that there may be specific time periods for carriers and other bailees to be notified of loss or damage and for claims to be submitted. <b>We</b> strongly recommend that <b>you</b> hold all third parties liable immediately <b>you</b> become aware of the possibility of loss or damage to <b>subject-matter insured</b>.</p> <p><b>We</b> may ask <b>you</b> to sign a Subrogation Form. This formally transfers any rights <b>you</b> have against responsible parties to <b>us</b>, enabling <b>us</b> to seek a recovery from them. Successful recovery action assists in protecting <b>your</b> loss record.</p> <p>Following a request from <b>you</b>, <b>we</b> will consider including any uninsured losses <b>you</b> may have in any attempted recovery exercise. However, carriers and other parties usually trade under conditions which restrict their liability, and a full recovery is often not possible.</p> <p>After a loss the <b>Policyholder</b> may find it useful to review with their insurance advisor their business risks and how well the business is managing these.</p>
<p>Claims Conditions and Procedures</p>	<p>The Claims Conditions and Procedures apply to the cover provided by this insurance as a whole. If any of these Conditions or Procedures do not apply to this insurance, this will be stated in the Schedule.</p> <p><b>You</b> must keep to the following conditions and procedures whenever <b>you</b> need to make a claim under this insurance. If <b>you</b> do not, and this prejudices the investigation, defence or mitigation of any claim or reduces <b>our</b> legal or financial rights under this insurance <b>we</b> may refuse to pay <b>you</b> for any part of or all of <b>your</b> claim.</p>
<p>Notification</p>	<p>Should <b>subject-matter insured</b> suffer loss or damage, or <b>you</b> become aware of an incident or circumstances which may give rise to a claim under this insurance, <b>you</b> must as soon as practicable and within 7 days, report this to the claims contact shown in the Schedule. This can be done either by phone, email or post.</p> <p><b>You</b> should not delay reporting a claim to <b>us</b> whilst gathering information. However, if <b>you</b> have reasonable grounds to believe that <b>your</b> resultant claim under this insurance is likely to be EUR 5,000 or less, <b>you</b> may defer reporting until <b>you</b> are in a position to provide a fully documented claim. However, <b>you</b> must take all reasonable measures to avoid or minimise any loss or damage and these are detailed within Actions by You.</p>

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 Claims Conditions and Procedures

<p>Claims made outside the UK or Ireland against a Certificate of Marine Insurance</p>	<p><b>You</b> may contact <b>us</b> or the local Lloyd’s Claims Settling Agent. <b>Your</b> nearest Lloyd’s Agent can be found at <a href="http://www.lloydsagency.com">www.lloydsagency.com</a> or by contacting:</p> <p>Claims Department        NMU (Specialty) Ltd        The Exchange, New York Street, Manchester, M1 4HN        0161 236 3380  <a href="mailto:claims@nmu.co.uk">claims@nmu.co.uk</a></p>
<p>Information Required</p>	<p>When first reporting a claim please provide:</p> <ul style="list-style-type: none"> <li>• a description of the circumstances giving rise to the claim;</li> <li>• an estimate of the value of this;</li> <li>• if this estimated value is greater than EUR 5,000, the address at which any damaged <b>subject-matter insured</b> is located, together with the name and contact details of a suitable person with whom a survey, if required, can be arranged;</li> <li>• the dates <b>subject-matter insured</b> commenced transit and arrived, or should have arrived, at their destination.</li> </ul> <p>When <b>we</b> appoint a loss adjuster or surveyor, fees charged by them will be paid by <b>us</b>.</p>
<p>Actions By You</p>	<p><b>You</b> must:</p> <ol style="list-style-type: none"> <li>1) promptly take all reasonable measures to avoid or minimise any loss or damage which may be covered by this insurance. This includes taking any steps required by <b>us</b> or any party appointed by <b>us</b>. In particular:       <ol style="list-style-type: none"> <li>a) record any loss or damage found at the time of delivery on the delivery note or similar document;</li> <li>b) examine trailers, <b>containers</b> and their seals to ensure these are intact and that the seal numbers match those shown on the documentation, record any discrepancy on the delivery note or similar document, retain the seal;</li> <li>c) when a full check of the consignment is not possible at the time of delivery, complete this as soon as practicable;</li> </ol> </li> <li>2) take all necessary steps to protect rights against carriers, warehouse keepers, bailees and other third parties who may have a liability for the incident, including holding these parties liable in writing as soon as possible;</li> <li>3) if <b>you</b> suspect a crime has been committed, then as soon as <b>you</b> become aware of the circumstances contact the law enforcement authorities, please request a crime reference number;</li> <li>4) send to <b>us</b> as soon as possible full details of the claim and provide the claims documentation outlined within Claims Documentation;</li> <li>5) provide to <b>us</b> all necessary assistance to handle the claim being made under this insurance.</li> </ol> <p><b>You</b> must not:</p> <ol style="list-style-type: none"> <li>1) give clean receipts when <b>you</b> believe there to be loss or damage or when <b>containers</b>, trailers or seals appear to have been tampered with;</li> <li>2) release any carrier or other party from liability;</li> <li>3) admit any liability or offer to make any payment without <b>our</b> agreement.</li> </ol> <p>Failure of the <b>Policyholder’s</b> customers or other interested parties or inadvertent omission by <b>employees</b> in holding carriers or other responsible parties liable within any</p>

	<p>time limitations will not prejudice the <b>Policyholder's</b> or, when requested by the <b>Policyholder</b>, any assignee's rights of recovery under this insurance.</p>
<p>Claims Documentation</p>	<p>To handle <b>your</b> claim <b>we</b> will typically need the following:</p> <ol style="list-style-type: none"> <li>1) Completed claim form, if requested by <b>us</b>.</li> <li>2) A quantified claim noting the items lost or damaged, their value together with the amount of any duty being claimed. Please enclose evidence of any customs and excise duty paid and any repair accounts.</li> <li>3) The original certificate of insurance, if issued.</li> <li>4) Evidence of the value of the goods, for example the sales invoice for <b>subject-matter insured</b> affected.</li> <li>5) If not stated on the invoice, confirmation of the terms of sale ("Incoterm").</li> <li>6) Copy freight invoice, if applicable.</li> <li>7) The packing list, if issued, for <b>subject-matter insured</b> affected.</li> <li>8) The carriage document, for example consignment note, original bill of lading, original air waybill.</li> <li>9) The document signed on delivery by the receiver of the goods usually the delivery receipt, P.O.D., inbound/outbound warehouse receipts, to evidence the condition on arrival and where the loss or damage occurred.</li> <li>10) Correspondence exchanged with carriers and other third parties regarding their liability.</li> <li>11) Any photographs that are available relevant to the loss or damage.</li> <li>12) Any crime reference number issued.</li> </ol> <p>Dependent on the circumstances additional documentation may be required.</p>
<p>Costs Incurred by You</p>	<p><b>We</b> will, in addition to any loss or damage recoverable under this insurance, pay reasonable costs incurred by <b>you</b> to avoid or minimise any claim which may be covered by this insurance. These include demurrage or similar costs incurred by <b>you</b> following the late return of any <b>vehicle</b> or <b>container</b> detained at <b>our</b> request. <b>Our</b> liability for demurrage or similar costs will cease 48 hours after <b>we</b> have confirmed to <b>you</b> that the <b>vehicle</b> or <b>container</b> can be released.</p> <p><b>Our</b> prior agreement must be obtained in respect of any expenditure which exceeds EUR 5,000 in total.</p>
<p>Insurable Interest and Identifiable Incidents</p>	<p>In order to recover under this insurance <b>you</b> must have an insurable interest in the affected <b>subject-matter insured</b> at the time the loss or damage occurs, or subsequently acquire a contingent financial interest, and be able to show that this loss or damage:</p> <ul style="list-style-type: none"> <li>• occurred during the transit or storage for which cover was provided; or</li> <li>• at any other time during which cover is provided by this insurance; and</li> <li>• occurred within the scope of this insurance; and</li> <li>• was caused by an identifiable occurrence, incident or accident.</li> </ul>

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**Cargo Insurance**  
 Claims Conditions and Procedures

Control of Claims	<b>We</b> may, at <b>our</b> expense, take all necessary steps to enforce <b>your</b> rights against carriers or other third parties including requiring <b>you</b> to take action against these parties. <b>You</b> must not do anything before or after <b>we</b> pay <b>your</b> claim to affect <b>our</b> rights and <b>you</b> must give <b>us</b> any assistance or information <b>we</b> ask for.
Payment on Account	When <b>we</b> agree that a claim is recoverable under this insurance, but the final settlement amount has not been determined, <b>we</b> will at the <b>Policyholder's</b> request pay any amounts that can be agreed or make an "on account" payment of 70% of the anticipated value of the claim, subject to final adjustment within the terms of this insurance.
Exchange Rates	In respect of claims submitted in Ireland, <b>we</b> will make settlement in EUR unless the premium was paid in another currency, in which case settlement will either be in that currency or EUR at the <b>Policyholder's</b> option.  For the purposes of claims adjustment and payment, if <b>we</b> need to convert currency <b>we</b> will use the Interbank exchange rate at the time settlement is calculated by <b>us</b> .
Repair Costs	Should <b>subject-matter insured</b> suffer damage recoverable under this insurance and <b>we</b> agree that the <b>Policyholder</b> will undertake repairs, then the costs of these will be based on the <b>Policyholder's</b> normal commercial rates for these repairs.
Cover During Repair	Following loss or damage recoverable under this insurance, during the period of repair the affected <b>subject-matter insured</b> will continue to be covered by this insurance until delivered to the destination to which it is insured or to an alternative destination.
Interest of Other Parties	At the <b>Policyholder's</b> written request accompanied by supporting documentation, <b>we</b> will make settlement to a lender or other party having an interest in any <b>subject-matter insured</b> which is the subject of a claim.
Loss Payee	If a Loss Payee is noted under this insurance, <b>we</b> may be required to make settlement direct to that party.
Your Responsibility to Give Us Correct Information	If <b>you</b> or anyone acting on <b>your</b> behalf: <ol style="list-style-type: none"> <li>1) makes a claim that is known in any way to be false or exaggerated;</li> <li>2) supports a claim by false or fraudulent documents devices or statements (whether or not the claim is itself genuine);</li> <li>3) deliberately or recklessly withholds information or provide responses that are inaccurate or incomplete;</li> </ol> then <b>we</b> will: <ul style="list-style-type: none"> <li>• refuse to pay the whole of <b>your</b> claim; and</li> <li>• recover from <b>you</b> any amounts that <b>we</b> have already paid; and</li> <li>• <b>we</b> may also cancel this insurance with effect from the date of the earliest of any of the acts set out in this condition, in which case <b>you</b> will not be entitled to any refund of premium.</li> </ul> If <b>you</b> , acting carelessly, withhold information or provide responses that are inaccurate or incomplete, <b>we</b> will settle <b>your</b> claim within the terms of this insurance in the manner <b>we</b> would have done had <b>we</b> received full and complete information.

Following a Declaration of  
General Average

Should a general average be declared, **we** will need to know the name and contact details of the Average Adjusters who have been appointed, together with the name of the vessel involved.

In general average, the vessel's owner has a right to retain possession of cargo in respect of the contribution to the general average expenditure. Accordingly, security needs to be provided before the vessel's owner will release the cargo. The procedure is:

- 1) An average bond or agreement will be sent by the Average Adjusters to the consignee named in the bill of lading.
- 2) This document must be completed and signed by the final receivers of the cargo. It is preferable that a separate Average Bond is signed for each bill of lading.
- 3) Part of the agreement contained in the Average Bond will be to provide evidence of the value of the cargo. In consequence a copy of the relevant commercial invoice needs to be attached to the Average Bond. Please ensure that the currency of the invoice and the terms of sale ("Incoterm") are clearly shown.
- 4) As security, the Average Adjusters will normally ask for a guarantee to be provided by the cargo insurer and will provide a Guarantee Form for completion by them.
- 5) Cargo receivers should send the completed and signed Average Bond with the commercial invoice attached, the Guarantee Form and other supporting documents to:

Claims Department  
NMU (Specialty) Ltd  
The Exchange, New York Street, Manchester, M1 4HN  
0161 236 3380  
[claims@nmu.co.uk](mailto:claims@nmu.co.uk)

who will complete the documentation and forward this to the Average Adjusters.

Should a cash deposit be requested, contact the **Policyholder's** insurance broker or Lloyd's Claims Settling Agent immediately. Do not make a cash deposit without prior approval from **us** or the Lloyd's Claims Settling Agent.

In order to avoid delay in obtaining release of cargo, **you** or the consignee should as soon as practicable notify the **Policyholder's** insurance broker or Lloyd's Claims Settling Agent and submit the following documents:

- 1) The signed Average Bond;
- 2) The Average Guarantee;
- 3) Copy of the commercial invoice(s) and packing list(s);
- 4) The original bill(s) of lading;
- 5) The original insurance certificate (if issued);
- 6) Correspondence with the Average Adjuster.

**RISKS COVERED**Risks

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

General Average

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

"Both to Blame Collision Clause"

3. This insurance indemnifies the Assured, in respect of any risk insured herein, against liability incurred under any Both to Blame Collision Clause in the contract of carriage. In the event of any claim by carriers under the said Clause, the Assured agree to notify the Insurers who shall have the right, at their own cost and expense, to defend the Assured against such claim.

**EXCLUSIONS**

4. In no case shall this insurance cover
  - 4.1 loss damage or expense attributable to wilful misconduct of the Assured
  - 4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
  - 4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
  - 4.5 loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
  - 4.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage  
This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract
  - 4.7 loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
5. 5.1 In no case shall this insurance cover loss damage or expense arising from
  - 5.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein
  - 5.1.2 unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.
- 5.2 Exclusion 5.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
- 5.3 The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.
6. In no case shall this insurance cover loss damage or expense caused by
  - 6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
  - 6.2 capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat
  - 6.3 derelict mines torpedoes bombs or other derelict weapons of war.
7. In no case shall this insurance cover loss damage or expense
  - 7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
  - 7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
  - 7.3 caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
  - 7.4 caused by any person acting from a political, ideological or religious motive.

**DURATION**Transit Clause

8. 8.1 Subject to Clause 11 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either
- 8.1.1 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance,
  - 8.1.2 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
  - 8.1.3 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or
  - 8.1.4 on the expiry of 60 days after completion of discharge overseas of the subject-matter insured from the overseas vessel at the final port of discharge,
- whichever shall first occur.
- 8.2 If, after discharge overseas from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 8.1.1 to 8.1.4, shall not extend beyond the time the subject-matter insured is first moved for the purpose of the commencement of transit to such other destination.
- 8.3 This insurance shall remain in force (subject to termination as provided for in Clauses 8.1.1 to 8.1.4 above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

Termination of Contract of Carriage

9. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before unloading of the subject-matter insured as provided for in Clause 8 above, then this insurance shall also terminate *unless prompt notice is given to the Insurers and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by the Insurers*, either
- 9.1 until the subject-matter insured is sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the subject-matter insured at such port or place, whichever shall first occur, or
  - 9.2 if the subject-matter insured is forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 8 above.

Change of Voyage

10. 10.1 Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.
- 10.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 8.1), but, without the knowledge of the Assured or their employees the ship sails for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

**CLAIMS**Insurable Interest

11. 11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.
- 11.2 Subject to Clause 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

Forwarding Charges

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

Constructive Total Loss

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

Increased Value

14. 14.1 If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.
- In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.
- 14.2 **Where this insurance is on Increased Value the following clause shall apply:**
- The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.
- In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

**BENEFIT OF INSURANCE**

15. This insurance
- 15.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,
- 15.2 shall not extend to or otherwise benefit the carrier or other bailee.

**MINIMISING LOSSES**Duty of Assured

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

Waiver

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

**AVOIDANCE OF DELAY**

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

**LAW AND PRACTICE**

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

*NOTE:- Where a continuation of cover is requested under Clause 9, or a change of destination is notified under Clause 10, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.*



**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 openhatch 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)

**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 oversea vessel arrives at an intermediate port or place to discharge the subject-matter insured for on-carriage by oversea vessel or by aircraft, or the subject-matter insured is discharged from the vessel at a port or place of refuge, then, subject to 5.3 below and to an additional premium if required, this insurance continues until the expiry of 15 days counting from midnight of the day of arrival of the vessel at such port or place, but thereafter reattaches as the subject-matter insured and as to any part as that part is loaded on an on-carrying oversea vessel or aircraft. During the period of 15 days the insurance remains in force after discharge only whilst the subject-matter insured and as to any part as that part is at such port or place. If the subject-matter insured is 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 oversea vessel this insurance continues subject to the terms of these Clauses,  
or
- 5.2.2 where the on-carriage is by aircraft, the current Institute War Clauses (Air Cargo) (excluding sendings by Post) shall be deemed to form part of the contract of insurance and shall apply to the on-carriage by air.
- 5.3 If the voyage in the contract of carriage is terminated at a port or place other than the destination agreed therein, such port or place shall be deemed the final port of discharge and this insurance terminates in accordance with 5.1.2. If the subject-matter insured is subsequently reshipped to the original or any other destination, *then provided notice is given to the Insurers before the commencement of such further transit and subject to an additional premium, this insurance reattaches*
- 5.3.1 in the case of the subject-matter insured having been discharged, as the subject-matter insured and as to any part as that part is loaded on the on-carrying vessel for the voyage;
- 5.3.2 in the case of the subject-matter not having been discharged, when the vessel sails from such deemed final port of discharge;  
thereafter this insurance terminates in accordance with 5.1.4.
- 5.4 The insurance against the risks of mines and derelict torpedoes, floating or submerged, is extended whilst the subject-matter insured or any part thereof is on craft whilst in transit to or from the oversea vessel, but in no case beyond the expiry of 60 days after discharge from the oversea vessel unless otherwise specially agreed by the Insurers.
- 5.5 *Subject to prompt notice to Insurers, and to an additional premium if required, this insurance shall remain in force within the provisions of these Clauses during any deviation, or any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.*

(For the purpose of Clause 5

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

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

Change of Voyage

6. 6.1 Where, after attachment of this insurance, the destination is changed by the Assured, *this must be notified promptly 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 subjectmatter insured at the time of the loss.
- 8.2 Subject to Clause 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.
9. 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.*

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

Waiver

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

**AVOIDANCE OF DELAY**

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

**LAW AND PRACTICE**

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

**RISKS COVERED**Risks

1. This insurance covers, except as excluded by the provisions of Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by
  - 1.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
  - 1.2 any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
  - 1.3 any person acting from a political, ideological or religious motive.

General Average

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

**EXCLUSIONS**

3. In no case shall this insurance cover
  - 3.1 loss damage or expense attributable to wilful misconduct of the Assured
  - 3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
  - 3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
  - 3.5 loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
  - 3.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage  
This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract
  - 3.7 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion
  - 3.8 any claim based upon loss of or frustration of the voyage or adventure
  - 3.9 loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
  - 3.10 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.
4.
  - 4.1 In no case shall this insurance cover loss damage or expense arising from
    - 4.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein
    - 4.1.2 unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.
  - 4.2 Exclusion 4.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
  - 4.3 The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

**DURATION**Transit Clause

5. 5.1 Subject to Clause 8 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either
- 5.1.1 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance,
  - 5.1.2 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
  - 5.1.3 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or
  - 5.1.4 on the expiry of 60 days after completion of discharge overside of the subject-matter insured from the oversea vessel at the final port of discharge, whichever shall first occur.
- 5.2 If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 5.1.1 to 5.1.4, shall not extend beyond the time the subject-matter insured is first moved for the purpose of the commencement of transit to such other destination.
- 5.3 This insurance shall remain in force (subject to termination as provided for in Clauses 5.1.1 to 5.1.4 above and to the provisions of Clause 6 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

Termination of Contract of Carriage

6. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before unloading of the subject-matter insured as provided for in Clause 5 above, then this insurance shall also terminate *unless prompt notice is given to the Insurers and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by the Insurers*, either
- 6.1 until the subject-matter insured is sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the subject-matter insured at such port or place, whichever shall first occur, or
  - 6.2 if the subject-matter insured is forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 5 above.

Change of Voyage

7. 7.1 Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to Insurers for rates and terms to be agreed. *Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.*
- 7.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 5.1), but, without the knowledge of the Assured or their employees the ship sails for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

**CLAIMS**Insurable Interest

8. 8.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.
- 8.2 Subject to Clause 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

Increased Value

9. 9.1 If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.
- In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.
- 9.2 **Where this insurance is on Increased Value the following clause shall apply:**
- The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.
- In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

**BENEFIT OF INSURANCE**

10. This insurance
- 10.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,
- 10.2 shall not extend to or otherwise benefit the carrier or other bailee.

**MINIMISING LOSSES**Duty of Assured

11. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder
- 11.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and
- 11.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

Waiver

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

**AVOIDANCE OF DELAY**

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

**LAW AND PRACTICE**

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

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



**RISKS COVERED**Risks

1. This insurance covers all risks of loss of or damage to the subject-matter insured except as excluded by the provisions of Clauses 3, 4 and 5 below.

Salvage Charges

2. This insurance covers salvage charges incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 3, 4 and 5 below.

**EXCLUSIONS**

3. In no case shall this insurance cover
  - 3.1 loss damage or expense attributable to wilful misconduct of the Assured
  - 3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 3.3 loss, damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
  - 3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
  - 3.5 loss damage or expense arising from unfitness of aircraft conveyance or container for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading. This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
  - 3.6 loss damage or expense caused by delay, even though the delay be caused by a risk insured against
  - 3.7 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the aircraft where, at the time of loading of the subject-matter insured on board the aircraft, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the transit  
This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract
  - 3.8 loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
4. In no case shall this insurance cover loss damage or expense caused by
  - 4.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
  - 4.2 capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat
  - 4.3 derelict mines torpedoes bombs or other derelict weapons of war.
5. In no case shall this insurance cover loss damage or expense
  - 5.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
  - 5.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
  - 5.3 caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
  - 5.4 caused by any person acting from a political, ideological or religious motive.

**DURATION**Transit Clause

6. 6.1 Subject to Clause 9 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse, premises or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either
- 6.1.1 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse, premises or place of storage at the destination named in the contract of insurance,
  - 6.1.2 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse, premises or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
  - 6.1.3 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or
  - 6.1.4 on the expiry of 30 days after completion of unloading of the subject-matter insured from the aircraft at the final place of discharge,
- whichever shall first occur.
- 6.2 If, after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 6.1.1 to 6.1.4, shall not extend beyond the time the subject-matter insured is first moved for the purpose of the commencement of transit to such other destination.
- 6.3 This insurance shall remain in force (subject to termination as provided for in Clauses 6.1.1 to 6.1.4 above and to the provisions of Clause 7 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to the air carriers under the contract of carriage.

Termination of Contract of Carriage

7. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a place other than the destination named therein or the transit is otherwise terminated before unloading of the subject-matter insured as provided for in Clause 6 above, then this insurance shall also terminate *unless prompt notice is given to the Insurers and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by the Insurers*, either
- 7.1 until the subject-matter insured is sold and delivered at such place, or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the subject-matter insured at such place, whichever shall first occur, or
  - 7.2 if the subject-matter insured is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 6 above.

Change of Transit

8. 8.1 Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.
- 8.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 6.1), but, without the knowledge of the Assured or their employees the aircraft leaves for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

**CLAIMS**Insurable Interest

9. 9.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.
- 9.2 Subject to Clause 9.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

Forwarding Charges

10. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a place other than that to which the subject-matter insured is covered under this insurance, the Insurers will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter insured to the destination to which it is insured.
- This Clause 10, which does not apply to salvage charges, shall be subject to the exclusions contained in Clauses 3, 4 and 5 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their employees.

Constructive Total Loss

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

Increased Value

12. 12.1 If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.  
In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.
- 12.2 **Where this insurance is on Increased Value the following clause shall apply:**  
The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.  
In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

**BENEFIT OF INSURANCE**

13. This insurance
- 13.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,
- 13.2 shall not extend to or otherwise benefit the carrier or other bailee.

**MINIMISING LOSSES**Duty of Assured

14. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder
- 14.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and
- 14.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised
- and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

Waiver

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

**AVOIDANCE OF DELAY**

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

**LAW AND PRACTICE**

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

*NOTE:- Where a continuation of cover is requested under Clause 7, or a change of destination is notified under Clause 8, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.*

**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 subject-matter insured at the time of the loss.
- 7.2 Subject to Clause 7.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

Increased Value

8. 8.1 If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.
- In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.
- 8.2 **Where this insurance is on Increased Value the following clause shall apply:**
- The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.
- In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

**BENEFIT OF INSURANCE**

9. This insurance
- 9.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,
- 9.2 shall not extend to or otherwise benefit the carrier or other bailee.

**MINIMISING LOSSES**Duty of Assured

10. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder
- 10.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and
- 10.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised
- and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

Waiver

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

**AVOIDANCE OF DELAY**

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

**LAW AND PRACTICE**

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

*NOTE:- Where a reattachment of cover is requested under Clause 4, or a change of destination is notified under Clause 5, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.*

**RISKS COVERED**Risks

1. This insurance covers, except as excluded by the provisions of Clause 3 below, loss of or damage to the subject-matter insured caused by
  - 1.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
  - 1.2 any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
  - 1.3 any person acting from a political, ideological or religious motive.

Salvage Charges

2. This insurance covers salvage charges incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clause 3 below.

**EXCLUSIONS**

3. In no case shall this insurance cover
  - 3.1 loss damage or expense attributable to wilful misconduct of the Assured
  - 3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
  - 3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
  - 3.5 loss damage or expense arising from unfitness of aircraft conveyance or container for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading. This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
  - 3.6 loss damage or expense caused by delay, even though the delay be caused by a risk insured against
  - 3.7 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the aircraft where, at the time of loading of the subject-matter insured on board the aircraft, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the transit  
This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract
  - 3.8 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion
  - 3.9 any claim based upon loss of or frustration of the transit or adventure
  - 3.10 loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
  - 3.11 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.

**DURATION**Transit Clause

4. 4.1 Subject to Clause 7 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse, premises or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either
- 4.1.1 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse, premises or place of storage at the destination named in the contract of insurance,
  - 4.1.2 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse, premises or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
  - 4.1.3 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or
  - 4.1.4 on the expiry of 30 days after completion of unloading of the subject-matter insured from the aircraft at the final place of discharge,
- whichever shall first occur.
- 4.2 If, after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 4.1.1 to 4.1.4, shall not extend beyond the time the subject-matter insured is first moved for the purpose of the commencement of transit to such other destination.
- 4.3 This insurance shall remain in force (subject to termination as provided for in Clauses 4.1.1 to 4.1.4 above and to the provisions of Clause 5 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to the air carriers under the contract of carriage.

Termination of Contract of Carriage

5. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a place other than the destination named therein or the transit is otherwise terminated before unloading of the subject-matter insured as provided for in Clause 4 above, then this insurance shall also terminate *unless prompt notice is given to the Insurers and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by the Insurers*, either
- 5.1 until the subject-matter insured is sold and delivered at such place, or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the subject-matter insured at such place, whichever shall first occur,
  - or
  - 5.2 if the subject-matter insured is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 4 above.

Change of Transit

6. 6.1 Where, after attachment of this insurance, the destination is changed by the Assured, *this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.*
- 6.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 4.1), but, without the knowledge of the Assured or their employees the aircraft leaves for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

**CLAIMS**Insurable Interest

7. 7.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.
- 7.2 Subject to Clause 7.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.



Increased Value

8. 8.1 If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.
- In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.
- 8.2 **Where this insurance is on Increased Value the following clause shall apply:**
- The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.
- In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

**BENEFIT OF INSURANCE**

9. This insurance
- 9.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,
- 9.2 shall not extend to or otherwise benefit the carrier or other bailee.

**MINIMISING LOSSES**Duty of Assured

10. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder
- 10.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and
- 10.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised
- and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

Waiver

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

**AVOIDANCE OF DELAY**

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

**LAW AND PRACTICE**

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

*NOTE:- Where a continuation of cover is requested under Clause 5, or a change of destination is notified under Clause 6, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.*

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

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
  - 1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
  - 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
  - 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
  - 1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
  - 1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

**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 overside of the subject-matter insured from the oversea vessel at the final port of discharge, whichever shall first occur.
- 8.2 If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 8.1.1 to 8.1.4, shall not extend beyond the time the subject-matter insured is first moved for the purpose of the commencement of transit to such other destination.
- 8.3 This insurance shall remain in force (subject to termination as provided for in Clauses 8.1.1 to 8.1.4 above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or 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.*

**RISKS COVERED**Risks

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

General Average

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

"Both to Blame Collision Clause"

3. This insurance indemnifies the Assured, in respect of any risk insured herein, against liability incurred under any Both to Blame Collision Clause in the contract of carriage. In the event of any claim by carriers under the said Clause, the Assured agree to notify the Insurers who shall have the right, at their own cost and expense, to defend the Assured against such claim.

**EXCLUSIONS**

4. In no case shall this insurance cover
  - 4.1 loss damage or expense attributable to wilful misconduct of the Assured
  - 4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
  - 4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
  - 4.5 loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
  - 4.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage  
This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract
  - 4.7 deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons
  - 4.8 loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
5.
  - 5.1 In no case shall this insurance cover loss damage or expense arising from
    - 5.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein
    - 5.1.2 unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.
  - 5.2 Exclusion 5.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
  - 5.3 The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.
6. In no case shall this insurance cover loss damage or expense caused by
  - 6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
  - 6.2 capture seizure arrest restraint or detainment, and the consequences thereof or any attempt thereat
  - 6.3 derelict mines torpedoes bombs or other derelict weapons of war.

7. In no case shall this insurance cover loss damage or expense
- 7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
  - 7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
  - 7.3 caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
  - 7.4 caused by any person acting from a political, ideological or religious motive.

**DURATION**Transit Clause

8. 8.1 Subject to Clause 11 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either
- 8.1.1 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance,
  - 8.1.2 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
  - 8.1.3 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or
  - 8.1.4 on the expiry of 60 days after completion of discharge overside of the subject-matter insured from the oversea vessel at the final port of discharge,
- whichever shall first occur.
- 8.2 If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 8.1.1 to 8.1.4, shall not extend beyond the time the subject-matter insured is first moved for the purpose of the commencement of transit to such other destination.
- 8.3 This insurance shall remain in force (subject to termination as provided for in Clauses 8.1.1 to 8.1.4 above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

Termination of Contract of Carriage

9. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before unloading of the subject-matter insured as provided for in Clause 8 above, then this insurance shall also terminate *unless prompt notice is given to the Insurers and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by the Insurers*, either
- 9.1 until the subject-matter insured is sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the subject-matter insured at such port or place, whichever shall first occur,
- or
- 9.2 if the subject-matter insured is forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 8 above.

Change of Voyage

10. 10.1 Where, after attachment of this insurance, the destination is changed by the Assured, *this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.*
- 10.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 8.1), but, without the knowledge of the Assured or their employees the ship sails for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

**CLAIMS**Insurable Interest

11. 11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.
- 11.2 Subject to Clause 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

Forwarding Charges

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

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

Constructive Total Loss

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

Increased Value

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

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

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

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

**BENEFIT OF INSURANCE**

15. This insurance
- 15.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,
- 15.2 shall not extend to or otherwise benefit the carrier or other bailee.

**MINIMISING LOSSES**Duty of Assured

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

Waiver

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

**AVOIDANCE OF DELAY**

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

**LAW AND PRACTICE**

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

*NOTE:- Where a continuation of cover is requested under Clause 9, or a change of destination is notified under Clause 10, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.*



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