

Marine Cargo

In consideration of the Assured named herein paying to the Insurer the premium as stated in the Schedule and in reliance upon the statements made to the Insurer by proposal and its attachments and the material incorporated therein the Insurer agrees to provide insurance in the manner hereinafter provided.

The appropriate Stamp Duty has or will be paid to the Revenue Commissioners in accordance with the provisions of Section 19 of the Finance Act 1950 as amended.

**AIG Europe S.A., Ireland Branch
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AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances, and is regulated by the Central Bank of Ireland for conduct of business rules.

Marine Cargo

Preamble

"Insurer" means AIG Europe S.A.

The limit of liability of this policy is the total sum payable by AIG Europe S.A. Any sum paid by AIG Europe S.A. under this policy shall erode the limit of liability of this policy. In no circumstances shall the liability of AIG Europe S.A. exceed the limit of liability specified in the policy schedule.

In consideration of the Assured named herein paying to the Insurer the premium as stated in the Schedule and in reliance upon the statements made to the Insurer by proposal and its attachments and the material incorporated therein the Insurer agrees to provide insurance in the manner hereinafter provided.

The Policy should be read in conjunction with the Schedule and any Endorsements attached.

Type

Marine Cargo Insurance

Form

MAR91

Conveyances

This insurance shall insure sailings and/or sendings by Powered Vessel and/or Airfreight and/or Conveyances or held covered at terms and conditions to be agreed by the Insurer.

Including where customary lighter operations during loading and unloading.

Including sendings by post but warranted such sendings are carried by a bona fide courier or by postal services (collectively hereinafter called "Postal Sendings").

Including whilst being carried in vehicles owned leased or hired and operated by the Assured and/or their employees (collectively hereinafter called "Own Vehicle Risks").

For the purposes of this insurance, a (1) "Closed Container" shall be deemed to be a conventional shipping container which has six rigid sides and can only be packed through one or more doors in the end or side walls such as (but without prejudice to the generality of this clause) a standard /general purpose (GP) sea container, and (2) an "Open Container" shall be deemed to be a shipping container with sides and/or ends of bars, grills, mesh or entirely open, with or without a roof such as (but without prejudice to the generality of this clause) an open top container, a flat rack container, an open sided container or a tarpaulin covered container.

Duration

Unless provided for to the contrary elsewhere in this Policy this insurance commences and terminates in accordance with the provisions of the Institute Clauses incorporated herein subject to the following extensions:

- (a) Including during loading onto the carrying conveyance immediately prior to despatch and unloading from the carrying conveyance immediately after arrival at the Consignee's premises.
- (b) Including in respect of containerised cargo during the stuffing and unstuffing of the container.
- (c) Including where customary during transshipment.
- (d) Including whilst during delays in transit but only where such delays are beyond the control of the Assured. Any such delay exceeding 30 days to be notified to the Insurer as soon as it becomes known to the Assured.
- (e) Including a period not exceeding 30 days whilst the Subject-matter lies at Packer's premises en route for shipment.
- (f) Including Shipments whilst being returned to the Consignor for any reason (hereinafter called "Returned Shipments").
- (g) Where a limit is stated in the Policy Limits below this Policy is extended to include delivery into and whilst at an exhibition, demonstration, trade fair or similar event (collectively hereinafter called "Exhibition Risks").
- (h) Excluding whilst used subsea and/or over side vessel risks.

Basis of Valuation

Imports and/or Exports

Cost Price plus an allowance for insurance plus all duties and taxes plus the cost of freight, packing or similar transit costs incurred plus 10% (CIF + 10%).

Domestic Transits

In respect of Domestic Transits:

Purchases: The Purchase Price plus any additional freight, packing or similar transit costs incurred.

Sales: The Selling Price plus any additional freight, packing or similar transit costs incurred.

Exhibition Risks

In respect of Exhibition Risks, the Original Purchase Price or the Replacement Cost of a like item, whichever is the lesser plus any additional freight, packing or similar transit costs incurred.

Engineers' Tools and Equipment

In respect of Engineers' Tools and Equipment, the Original Purchase Price or the Replacement Cost of a like item, whichever the lesser.

Representatives' Samples

In respect of Representatives' Samples, the Cost Price.

Second-hand Interests

In respect of Second-hand Interests, the Original Purchase Price or the Second-hand Replacement Value whichever the lesser, plus any additional freight, packing or similar transit costs incurred.

Reconditioned Interests

In respect of Reconditioned Interests, the Original Purchase Price plus the Costs of Reconditioning or the Replacement Value of a like item, whichever the lesser, plus any additional freight, packing or similar transit costs incurred.

Clauses

The following Institute Clauses attach to and form part of this Policy.

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

The Institute Classification Clause as incorporated herein shall not prejudice any claim hereunder when presentation of the advice of such claim to the Insurer is the first indication that transshipment beyond the control of the Assured or their servants has been made on a vessel not covered by the Institute Classification Clause. The appropriate additional premium will be paid if required.

INSTITUTE REPLACEMENT CLAUSE	CL. 372
INSTITUTE CARGO CLAUSES (A)	CL. 382
INSTITUTE CARGO CLAUSES (AIR) (excluding sendings by Post)	CL. 387
INSTITUTE WAR CLAUSES (CARGO)	CL. 385
INSTITUTE WAR CLAUSES (AIR CARGO) (excluding sendings by Post)	CL. 388
INSTITUTE WAR CLAUSES (sendings by Post)	CL. 390
INSTITUTE STRIKES CLAUSES (CARGO)	CL. 386
INSTITUTE STRIKES CLAUSES (AIR CARGO)	CL. 389
INSTITUTE CLASSIFICATION CLAUSE	CL. 354
INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE	CL. 370
MARINE CYBER ENDORSEMENT	LMA5402

General Conditions

This insurance shall, unless provided for to the contrary in this section or elsewhere in this Policy, insure against "All Risks" of loss of or damage to the Subject matter insured in accordance with the Institute Cargo Clauses (A) or Institute Cargo Clauses (Air) as applicable.

Including cover in respect of the risks of war and the risks of strikes, riots and civil commotions which shall be granted under this insurance in accordance with the relevant Institute War Clauses and Institute Strikes Clauses but notwithstanding anything contained or implied in this Policy to the contrary, the Duration of cover in respect of such War and Strikes risks shall be in accordance with the relevant Institute War and Institute Strikes Clauses.

Accumulation Clause

Should there be an accumulation of Interest beyond the transit limits expressed in this Policy by reason of any interruption in transit and/or occurrence beyond the control of the Assured or by reason of any casualty and/or transshipping point and/or on a connecting steamer or conveyance, the Insurer shall hold covered such excess Interest and shall be liable for the full amount at risk but in no event to exceed twice the Policy Limit, provided notice be given to the Insurer as soon as known to the Assured.

Additional Discharge Expenses Clause

In the event of damage to the Subject matter insured giving rise to a claim for which indemnity is provided for within this Policy Insurers shall pay any additional expenses reasonably incurred by the Assured in discharging, and/or handling, and/or sorting, and/or reloading and/or transporting sound and/or damaged goods by any reasonable means other than the normal methods or other than at normal cost.

Insurers shall be credited with any sums recovered where such charges are recovered either in general average or from the carriers.

Additional Forwarding Costs Clause

Notwithstanding anything contained herein to the contrary this Policy extends to include any extra charges properly and reasonably incurred by the Assured in unloading, storing and forwarding the Subject matter insured to the original destination or re-forwarding to any alternative destination at Assured's option, when the insured transit is terminated at a port or place other than that to which the Subject matter insured was originally consigned or, in the event of rejection or prohibition enacted after the commencement of transit, by a governmental body or authority.

Claims in respect of Diversion due to Labour Disputes at Ports or rejection or prohibition on goods shipped under a quota, which exceed said quota, are excluded from the scope of this clause.

Claims under this Clause are limited to EURO 10,000 any one loss or series of losses arising out of one event

Additional Subject Matter Insured Clause

Unless provided for to the contrary in the Schedule or elsewhere in this Policy the Subject Matter Insured shall include

Exhibition equipment owned by the Assured and exhibition equipment leased or hired by the Assured and for which they have a contractual obligation to insure whilst such equipment is in their care custody and control.

Including second-hand and/or used Interests and/or Interests which are not new (collectively hereinafter called "Second-hand Interests").

Including reconditioned, refurbished or remanufactured Interests or Interests which have been subject to a similar restoration process (collectively hereinafter called "Reconditioned Interests") which shall, for the purposes of this insurance, be deemed to be new provided always that the following conditions are met:

- a. such restoration process was carried out within the 60 day period preceding the attachment of risk under this Policy, and
- b. the Subject-matter has not been in operation other than for testing purposes since having been subject to such process, and
- c. such process was carried out by a reputable company whose workmanship carries a guarantee.

Including Engineers' Tools and Equipment.

Including Representatives' Samples.

Including subject to prior notification to the Insurer and on terms and conditions to be agreed the Household Goods and Personal Effects of the Assured's employees when relocating at the cost and risk of the Assured.

Including subject to prior notification to the Insurer and on terms and conditions to be agreed the Assured's office furniture, office equipment, office supplies and the like during office relocation.

Other Interests held covered at terms and conditions to be agreed by the Insurer.

Notwithstanding the above, this insurance excludes absolutely Computer Chips and/or CPU's and/or Deeds and/or Securities and/or Treasury Notes and the like, Designs, Patterns, Plans, Manuscripts and all other Documents, Fine Art, Mobile/Cellular Telephones, Money (including Bank Notes and Coins), Precious/Semi-precious Stones and Metals (including but not limited to Bullion), Stamps and/or Duty Stamps and the like.

Airfreight Replacement Clause

Where there is loss or damage which is the subject of a claim recoverable hereunder and the Assured considers it necessary to forward replacements by air the Insurer agrees to pay the reasonable costs so involved notwithstanding that the original consignment was not dispatched by air.

In no case shall the Insurer be liable under this Clause for more than the original insured value of the Subject matter insured or EURO 10,000 whichever the lesser.

Apportionment of Recoveries Clause

Where the Insurer has borne a loss hereunder any recovery from a carrier or other third party in respect of such loss shall accrue to the Insurer up to the amount of such loss and the balance shall be allocated to the Assured whichever party has borne the loss.

Any apportionment of recovery shall not include any amount borne by the Assured solely in consequence of trade ullages or other customary deductibles.

Attachment & Termination of Risk Clause

The insurance hereunder attaches from the time the Subject matter insured becomes at the Assured's risk or the Assured assumes interest and continues whilst the Subject matter insured is in transit and/or in store and/or elsewhere until final delivery to final destination as required. Including in Customs as required, and transshipment, craft & barge risks, whether customary or otherwise.

Further including the risks of loading prior to dispatch and unloading after arrival at Assured's premises and/or place of final delivery or destination.

Brands, Trade Marks and Destruction of Salvage Clause

In the case of damage to Subject matter insured bearing a brand or trade mark the sale of which carries or implies the guarantee of the manufacturer and/or supplier and/or the Assured or their goodwill collectively or independently the salvage value of such Subject-matter shall be determined only after the removal of brand or trade marks.

In addition the Assured has the option to destroy and/or dispose of the salvage subject to agreeing market value for crediting to the Insurer.

"Buyer's Interest" Clause

Where the Subject matter insured is purchased upon CIF and/or similar terms of purchase which requires the consignor (herein referred to as the Seller) to arrange insurance cover in their own right on terms no less restrictive than the current Institute Cargo Clauses as stated in this Policy and/or their insurers refuses to accept liability for any loss and/or damage and/or destruction to the Subject matter insured this Policy shall extend to indemnify the Assured in respect of such losses that cannot be recovered from the Seller's arranged insurance. is hereby extended to include the contingent insurable interest of the Assured.

In the event of the Assured exercising their right under this Clause, cover shall be operative retrospectively to the time the Subject matter insured commenced its transit as if they were sold upon ExWorks and/or FOB and/or C & F and/or similar terms of purchase.

It is a condition of the Assured's right of recovery hereunder that:

- (1) The Assured shall advise the Insurer of any occurrence likely to give rise to a claim under this insurance as soon as it becomes known to them.

- (2) The Assured shall undertake all reasonable and usual care skill and forethought and take all practical measures including measures which may be required by the Insurer to prevent or minimise loss and to enforce the contract of sale.
- (3) All rights and benefits against the Seller and/or the Seller's insurer and/or carrier and/or other persons are to be subrogated to the Insurer.
- (4) The existence of this insurance is not to be disclosed to the Seller failing which it shall be void and of no force and effect.
- (5) This insurance and any money payable hereunder are not assignable without the written consent of the Insurer.

Cargo ISM Endorsement

Applicable to shipments on board Ro-Ro Passenger ferries.

Applicable with effect from 1st July 1998 to shipments on board:

- (i) passenger vessels transporting more than 12 passengers
- and
- (ii) oil tankers, chemical tankers, gas carriers, bulk carriers and cargo high speed craft of 500 Gt. or more.

Applicable with effect from 1st July 2002 to shipments on board all other cargo ships and mobile offshore drilling units of 500 Gt. or more.

In no case shall this insurance cover loss, damage or expense where the Subject matter insured is carried by a vessel that is not ISM Code certified or whose owners or operators do not hold an ISM Code Document of Compliance when, at the time of loading of the Subject matter insured on board the vessel, the Assured were aware, or in the ordinary course of business should have been aware either:

- (i) that such vessel was not certified in accordance with the ISM Code
- or
- (ii) that a current Document of Compliance was not held by her owners or operators as required under the SOLAS Convention 1974 as amended.

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

Cargo ISM Forwarding Charges Clause

In consideration of an additional premium to be agreed, this insurance is extended to reimburse the Assured, up to the limit of the sum insured for the voyage, for any extra charges properly and reasonably incurred in unloading, storing and forwarding the Subject-matter to the destination to which it is insured hereunder following release of cargo from a vessel arrested or detained at or diverted to any other port or place (other than the intended port of destination) where the voyage is terminated due to either:

- (i) such vessel not being certified in accordance with the ISM Code
- or
- (ii) a current Document of Compliance not being held by her owners or operators
- as required under the SOLAS Convention 1974 as amended.

This clause, which does not apply to General Average or Salvage or Salvage Charges, is subject to all other terms conditions and exclusions in the Policy and to JCC Cargo ISM Endorsement JC98/019.

Cargo ISM Forwarding Charges Clause – Waiver of Additional Premium

In consideration of the Insurer's liability under the "Cargo ISM Forwarding Charges Clause (For use only with JCC Cargo ISM Endorsement JC98/019)" being limited to the insured value of the Goods or EURO 10,000 whichever the lesser amount, the Insurer hereby agrees to waive the additional premium due in respect of the "Cargo ISM Forwarding Charges Clause".

Cargo ISPS Endorsement (JC2004/050, 04 November 2004)

In no case shall this insurance cover loss, damage or expense where the Subject matter insured is carried by a vessel that does not hold a valid International Ship Security Certificate as required under the International Ship and Port Facility Security (ISPS) Code when, at the time of loading of the Subject matter insured on board the vessel, the Assured were aware, or in the ordinary course of business should have been aware that such vessel was not certified in accordance with the ISPS Code as required under the SOLAS Convention 1974 as amended.

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

Cargo ISPS Forwarding Charges Clause

In consideration of an additional premium to be agreed, this insurance is extended to reimburse the Assured, up to the limit of the sum insured for the voyage, for any extra charges properly and reasonably incurred in unloading, storing and forwarding the subject-matter to the destination to which it is insured hereunder following release of cargo from a vessel arrested or detained at or diverted to any other port or place (other than the intended port of destination) where the voyage is terminated due to such vessel not being certified in accordance with ISPS Code as required under the SOLAS Convention 1974 as amended.

This clause, which does not apply to General Average or Salvage or Salvage Charges, is subject to all other terms conditions and exclusions contained in the Policy and to JCC Cargo ISPS Endorsement JC2004/050.

Civil Authorities Clause

This insurance is extended to cover the Subject matter insured hereunder against the risk of damage or destruction by civil authority during a conflagration or for the purpose of retarding the same provided that neither such conflagration nor such damage or destruction is caused or contributed to by War perils otherwise excluded under this insurance.

Communicable Disease Exclusion (Cargo) 17 April 2020 JC2020-011

Notwithstanding any provision to the contrary within this insurance, this insurance does not insure any loss, damage, liability, claim, cost 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 event contributing concurrently or in any other sequence thereto.

As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- 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
- 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
- c) the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.

Concealed Damage Clause

Subject to the terms and conditions of this insurance, in the event of delay in opening containers, cases or other packages at the Assured's and/or at the Consignees premises any loss of or damage

to the Subject matter insured discovered on opening shall be deemed to have occurred during the currency of this Policy and shall be recoverable hereunder unless conclusive proof to the contrary be established by the Insurer. Any container and/or case and/or package showing signs of damage shall be opened immediately on arrival at final destination.

The period under this extension is limited to 30 days after arrival at final destination.

Container Damage Clause

This insurance extends to include the Assured's legal liability in respect of physical loss and/or damage only to containers and/or rail wagons supplied to the Assured by ship owners and/or others for the insured transit from the time the container and/or railwagon is handed over to the Assured or his Agent in the country of shipment until it is returned to the Container Owners in the country of destination.

Claims under this clause are limited to EURO 50,000 any one loss or series of losses arising out of one event.

Claims under this clause are subject to a deductible of EURO 250.00 each and every loss or series of losses arising out of one event.

This insurance and any money payable hereunder are not assignable without the written consent of the Insurer.

Container Demurrage Clause

Insurers will indemnify the Assured for demurrage and/or penalty charges incurred as a result of the late return of a cargo container and/or tank container where, such equipment is retained by the Assured at the request of Insurers. The retention of such equipment shall be for the purpose of inspecting the same by Insurers and/or their appointed surveyor in connection with their investigation into any loss and/or damage to the Subject matter Insured.

Insurers shall become liable for demurrage and/or penalty charges from the time that Insurers request the retention of the equipment, and shall terminate at the time Insurers and/or their surveyor instructs the Assured to return the equipment and/or upon settlement of the claim for loss or damage, which ever shall first occur.

Regardless to anything in the foregoing Insurers liability in respect of demurrage and/or penalty charges shall be limited to EURO 5,000 any one loss or series of losses arising from the same occurrence.

Contracts (Rights of Third Parties) Act 1999 Exclusion Clause (Cargo)

The provisions of the Contracts (Rights of Third Parties) Act 1999 do not apply to this insurance or to any certificate(s) of insurance issued hereunder. Neither this insurance nor any certificates issued hereunder confer any benefits on any third parties. No third party may enforce any term of this insurance or of any certificate issued hereunder.

This clause shall not affect the rights of the Assured (as assignee or otherwise) or the rights of any loss payee.

Consequential Loss Clause

Insurers will indemnify the Assured for consequential and/or financial loss whether under contract or not and/or as a result of the cancellation of any contract of sale by the Assured's customer attributed to,

- (a) loss of the Subject matter insured due to a peril insured against and for which indemnity is provided for under this Policy

and/or

- (b) as a result of delay to the Subject matter insured during the ordinary course of transit by
 - (i) fire and/or explosion
 - (ii) accident and/or breakdown to the carrying conveyance
 - (iii) theft from the carrying conveyance
 - (iv) closure of any transportation route due to accident and/or fire and/or flood and/or storm and/or tempest and/or earthquake.

Insurers liability under this Clause shall be limited to EURO 250,000 any one loss and/or occurrence and/or series of losses and/or occurrences and in the aggregate during any one period of cover.

A deductible of EURO 1,000 each and every loss shall apply to any claim settled under this Clause.

Customs Inspection Clause

In the event of physical loss and/or damage to the Subject matter insured directly attributed to the legal action of any customs authority and/or government agency during the currency of their inspection, Insurers will agree to indemnify the Assured for the said loss and/or damage

Cutting Clause

In the event of a claim for breakage, chipping, cracking, bending, denting or any other damage provided this be of a nature that it is practicable to use the sound portion(s) for the purpose for which they were originally intended the Insurer shall be liable only for the damaged parts of each pipe, reel, coil, rod, sheet or similar unit and this insurance shall pay only for their proportionate values together with the costs of cutting.

Debris Removal Clause

This insurance is extended to cover in addition to other amount(s) recoverable under this insurance extra expenses reasonably incurred by the Assured for the removal and disposal of debris of the Subject matter insured or part thereof by reason of damage thereto caused by an insured peril but excluding absolutely, any expenses incurred in consequence of or to prevent or to mitigate pollution or contamination or any threat thereof or liability therefrom, and the cost of removal of cargo from any vessel or craft.

In no case shall the Insurer be liable under this Clause for more than the original insured value of the Subject-matter or EURO 10,000 whichever the lesser in respect of transit risks and 10% of the Policy Limit for Specified and/or Unspecified Locations or EURO 100,000 whichever is the lesser.

Definitions Clause

Wherever the words "ship" "vessel" "seaworthiness" "shipowner" or "vessel owner" appear anywhere in this Policy it is agreed that they include the words "aircraft" "airworthiness" and "aircraft owner."

In addition "vehicles" shall also extend to include a motor vehicle, articulated trailer, semi trailer or a combination of these.

Deliberate Damage Pollution Hazard Clause

In respect of voyages insured under this Policy on cover conditions more restrictive than the Institute Cargo Clauses (A) cover is hereby extended to include the physical loss of or damage to the Subject matter insured caused by governmental authorities acting for the public welfare to prevent or mitigate a pollution hazard or threat thereof provided that the accident or occurrence creating the situation which required such governmental action is an insured peril hereunder.

This Clause does not extend to include any third party liability that may arise from such an occurrence.

Drummed Cargo Clause

It is a condition of this insurance that all drummed cargo is carried in drums which are new.

Duty Clause

Increase value by reason of payment of Duty and/or Levy is covered subject to the same terms and/or conditions as, applicable to the insurance on the Subject matter insured hereunder and to pay on the same basis as such insurance cover but excluding:

- (i) Total Loss, or Total Loss of part arising prior to Duty and/or Levy becoming payable and resulting in non-payment of Duty and/or Levy liability for General Average Contributions and Salvage
- (ii) Charges unless the occurrence giving rise to the General Average occurs after Duty and/or Levy becomes payable.

Also including the Assured's liability for the payment of duty, following loss of or damage to the Subject matter insured recoverable hereunder, to the Authority of any country through which the Subject matter insured may pass prior to coming within the jurisdiction of the country of destination.

Engineers' Tools and Equipment Clause

In respect of Engineers' Tools and Equipment cover hereunder shall be subject to the following terms conditions warranties limitations exceptions and exclusions.

- (a) Cover hereunder extends to include whilst the Tools and Equipment are on site and including whilst in use on site but in no case shall extend to cover loss or damage thereto caused by such use.
- (b) Excluding rust and/or oxidation and/or discolouration.
- (c) Excluding ordinary wear and tear and gradual deterioration.
- (d) Excluding mysterious disappearance and/or unexplained loss.
- (e) Excluding the wilful misconduct of the Assured and/or their employees.
- (f) Excluding theft of or from vehicles unless resulting from violent and/or forcible entry into the vehicle and warranted that (1) the Tools and Equipment are locked in the boot of the vehicle and in respect of estate and hatch back vehicles the Tools and Equipment must be covered and out of sight, and that (2) all alarms immobilisers or similar security devices were operative and armed at the time of the occurrence, and (3) if the Tools and Equipment remain in a vehicle overnight the vehicle must wherever practicable be parked in a locked garage and/or secure compound.
- (g) If during the ordinary course of transit or when left parked and/or garaged and/or laid up between the hours of 9.00 p.m. and 6.00 a.m. vehicle(s) containing the Subject matter insured are parked or garaged other than in compliance with this Clause the Policy extends to include theft of the Subject matter insured and the Assured shall be deemed to be his own Insurer for 20% of all losses arising from theft of or from vehicle(s).
- (h) Excluding theft from a place of storage such as (but without prejudice to the generality of this clause) a hotel room or private dwelling or on-site storage facility unless resulting from violent and/or forcible entry into or exit from the place of storage and warranted that (1) the Tools and Equipment are locked in the place of storage, and that (2) all alarms or similar security devices were operative and armed at the time of the occurrence.

Embargo and Sanctions Exclusion Clause

we shall not be deemed to provide cover and we shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us, our parent company or our ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or the United States of America

Endorsed Bills of Lading Clause

This insurance shall not be prejudiced solely by reason of the marking of the Bill of Lading (or like document) with a clause indicating Subject-matter insufficiently packed.

Errors and Omissions Clause

Unintentional errors or omissions in the making of declarations shall not invalidate this insurance provided steps are taken to rectify these as soon as they come to the notice of the Assured but subject always to cover terms and limitations.

Equivalent Currencies Clause

Where applicable all amounts may be expressed in equivalent other currencies subject to the applicable rate of exchange ruling at Bill of Lading or Waybill date and subject to any applicable Exchange Control regulations that may be in force at that time.

Exhibition Risks Clause

In respect of Interests insured under this Policy to and from an Exhibition location cover hereunder shall remain in full force and effect upon such Interests being delivered into and whilst at the location for a period not exceeding 30 days subject to the following terms conditions warranties limitations exceptions and exclusions.

- (a) Periods in excess of 30 days held covered on terms and conditions to be agreed by the Insurer.
- (b) Including during all related installation, erection and dismantling at the Exhibition.

- (c) Warranted that the location is a fully enclosed location of brick under tile or other materials of similarly robust construction.
- (d) Unless the repacking of the Goods after the exhibition is carried out by professional packers this insurance warrants that the Goods are repacked to not less than the same standard as for the outward journey and repacking is supervised by a responsible official of the Assured.
- (e) Losses arising from theft and/or burglary outside of normal exhibition hours shall only be recoverable under this insurance if resulting from the violent and forcible entry into or exit from the location.
- (f) Excluding the mysterious disappearance of the Subject-matter and/or losses discovered upon stock taking and/or unexplained losses and/or losses from an unattended exhibition stand and/or losses arising from the infidelity of the Assured or their employees.
- (g) This insurance remains in full force whilst the Subject matter insured is being used or demonstrated at the exhibition but in no case shall extend to cover loss of or damage thereto caused by such use or demonstration.
- (h) Where there is loss of or damage to the Subject matter insured whilst in transit to or whilst at the Exhibition location which is the subject of a claim recoverable hereunder and the Assured considers it necessary to abandon or withdraw from the Exhibition as a direct consequence of such loss, this insurance shall extend to indemnify the Assured in respect of reasonable costs already incurred and which pertain directly to the Exhibition, such as (but without prejudice to the generality of this clause) advertising costs or charges for space and services or costs of stand hire and the like.

It is a condition of the Assureds right of recovery under this extension that the Assured's decision to abandon or withdraw from the Exhibition is made in consultation with the Insurer and/or the appointed surveyors.

In no case shall the Insurer be liable under this extension for more than the original insured value of the Subject-matter or EURO 10,000 whichever the lesser.

Failure to Deliver Clause

In the event of the failure to deliver and/or the non delivery of the Subject matter Insured to the final intended destination and cannot be located within 60 days from the date of the notification of failure to deliver or non delivery, Insurers shall indemnify the Assured accordingly.

It is a condition precedent to Insurers liability that the Assured shall take all reasonable and practicable measures to locate the Subject matter insured.

Indemnity provided to the Assured shall not be taken as abandonment by the Assured.

The Assured and the Insurer agree that settlement shall be provided in the form of a loan, and in the event that the Subject matter insured is subsequently located and/or found, Insurers shall be reimbursed in full

Fumigation and Fumigation Expenses Clause

In the event of loss of or damage to the Subject matter insured caused by fumigation including the application of heat during fumigation Insurers agree to indemnify the Assured for such loss or damage and the Assured agrees to subrogate to the Insurer any recourse that they may have for recovery from others.

In addition Insurers will pay the reasonable costs and/or charges and/or expenses incurred should the Subject matter insured on arrival at the ports of discharge be ordered by the appropriate authorities to be fumigated due to infestation or suspected infestation including and limited to,

- (a) the cost of fumigation,
- (b) additional freighting costs incurred in transporting the Subject matter insured to and/or from the site of fumigation.

At no time shall Insurers be liable under this Clause for loss and/or damage and or expense arising from customary fumigation applied prior to or at the commencement of any voyage insured hereunder.

Full Contributory Value Clause

Notwithstanding the Policy Limits expressed in this Policy for the purpose of claims for general average contributions and salvage charges recoverable under this insurance the Subject-matter shall be insured for its full contributory value.

General Average and Salvage Clause

This insurance covers general average and salvage charges adjusted or determined according to the contract of affreightment and/or the governing law and practice (or, if there is no contract of affreightment, according to foreign statement or to the York-Antwerp Rules) incurred to avoid or in connection with the avoidance of loss from any cause except those specifically excluded herefrom.

General average deposits shall be payable on production of general average deposit receipts.

Increased Value on Arrival Clause

Where applicable the Insurer shall pay the increased value on arrival through the payment of freight and/or duty and/or landing and similar charges if incurred, provided always that such amounts are included in the insured value declared and premium paid thereon.

It is a condition of the Assured's right of recovery hereunder that the Assured undertakes all reasonable steps to obtain a refund of such charges and return the net amount to the Insurer.

Insolvency Exclusion Clause (JC93)

The exclusion "loss damage or expense arising from insolvency or financial default of the owners, managers, charterers or operators of the vessel" is amended to read as follows:

"In no case shall this insurance cover loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel where the Assured are unable to show, prior to the loading of the Subject matter insured on board the vessel, all reasonable practicable and prudent measures were taken by the Assured, their servants and agents, to establish the financial reliability of the party in default.

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

Interests Carried on Deck Clause

In respect of Interests carried on deck in an Open Container, in no case shall this insurance cover claims for or loss damage or expense reasonably attributable to water damage, damage to paint work, chipping, denting, scratching, marring, bruising, rust, oxidization and/or discolouration.

Notwithstanding the above, in respect of Interests carried on deck without the privity knowledge or consent of the Assured whilst subject to an Under Deck Bill of Lading, the applicable Under Deck conditions shall apply.

Nothing herein shall prejudice the insufficiency or unsuitability of packing exclusion clause of the Institute Clauses which shall remain paramount.

Interests Carried on Land in a Non-fully Enclosed Cargo Space Clause

In respect of Interests carried on Land in a non-fully enclosed cargo space such as (but without prejudice to the generality of this clause) a flat bed or open top truck or an Open Container, in no case shall this insurance cover claims for or loss damage or expense reasonably attributable to water damage, damage to paint work, chipping, denting, scratching, marring, bruising, rust, oxidization and/or discolouration.

Nothing herein shall prejudice the insufficiency or unsuitability of packing exclusion clause of the Institute Clauses which shall remain paramount.

Interests Carried Unpacked or Unprotected Clause

In respect of all Interests carried unpacked and/or unprotected in no case shall this insurance cover claims for or loss damage or expense reasonably attributable to water damage, damage to paint work, chipping, denting, scratching, marring, bruising, rust, oxidization and/or discolouration.

Nothing herein shall prejudice the insufficiency or unsuitability of packing exclusion clause of the Institute Clauses which shall remain paramount.

Issuing of Certificates Clause

The Assured is authorised to complete and countersign the Insurer's Certificates of Insurance but subject to the terms and conditions of this Policy, it being agreed that only authorised representatives of the Assured may countersign such certificates.

Permission is granted to issue Claims Payable Abroad - Claims Payable London Certificates of Insurance.

Details of the Insurer's overseas claims offices may be accessed at

<https://www-401.aig.com/GME/vl/GME/Login/Login/ShowLogin>

Labels Clause

In the event of damage from a peril(s) insured against affecting labels only the loss to be limited to an amount sufficient to pay the cost of new labels removing the old labels and re-labelling the Subject-matter provided that such costs amount to a claim recoverable in terms of the Policy.

Letter of Credit Clause

Notwithstanding the terms and conditions of this Policy, certificates and/or policies may be issued hereunder to enable the Assured to comply with the insurance requirements of letters of credit and/or sales contracts, such agreement being conditional on the prior agreement of the Insurer and the payment of any additional premium which may be required by the Insurer in the event that the cover required is wider than that provided in terms of this Policy.

Regardless of the conditions on which any certificates and/or policies may be issued pursuant to the foregoing, the Assured shall continue to enjoy the full protection of this insurance.

Mechanical and Electrical Derangement Exclusion Clause

This Policy excludes mechanical and/or electrical and/or electronic derangement and/or breakdown of the Subject matter insured or any part thereof unless caused by a peril insured against in terms of the cover conditions prevailing at the time of loss.

No Survey Clause

No survey is required for claims that appear on first notification unlikely to exceed EURO 1,500 such figure being determined after application of any contract excess or deductible if applicable.

Non-Contribution Clause

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

Own Vehicle Risks Clause

In respect of Interests carried in vehicles owned leased or hired and operated by the Assured and/or their employees cover hereunder shall be subject to the following terms conditions warranties limitations exclusions and exceptions.

- (a) In so far as ferry and/or local fire regulations permit, warranted that all points of entry and/or access to the vehicle and/or cargo space shall be securely locked and closed and the ignition keys removed from the vehicle whenever left loaded and unoccupied and/or unattended.
- (b) Warranted that all protective and locking devices, including alarms and immobilisers, shall be in working order and shall be maintained in accordance with the manufacturer's specifications.
- (c) Warranted that all alarms immobilisers or similar security devices were operative and armed at the time of the occurrence.
- (d) Excluding theft of or from vehicles unless resulting from violent and/or forcible entry into the vehicle and warranted that the Subject matter insured is locked in the boot of the vehicle and in respect of estate and hatch back vehicles the Subject matter insured must be covered and out of sight.
- (e) Warranted that if goods remain in a vehicle overnight the vehicle must wherever practicable be parked in a locked garage and/or secure compound.
- (f) If during the ordinary course of transit or when left parked and/or garaged and/or laid up between the hours of 9.00 p.m. and 6.00 a.m. vehicle(s) containing the Subject matter insured are parked or garaged other than in compliance with this Clause the Policy extends to include theft of the Subject matter insured and the Assured shall be deemed to be his own Insurer for 20% of all losses arising from theft of or from vehicle(s).

Packing Clause

In the event of a claim being made for loss or damage which is alleged to be caused by insufficiency or unsuitability of packing or preparation of the Subject matter insured, Insurers hereby agree that they will not use such alleged insufficiency or unsuitability as a defence against the claim in any case where the packing or preparation was carried out by a party other than the Assured and the insufficiency or unsuitability arose entirely without the Assured's privity or knowledge. For the purpose of this clause "packing" shall be deemed to include stowage in a container or other similar inter-modal methods of unit load.

The Assured agrees to assist Insurers in all respects to pursue rights of recovery against sellers and other responsible third parties.

The above agreement is not to interfere with rights of subrogation against packers or their Insurers.

Process Clause

This insurance remains in full force whilst the Subject matter insured is under any process such as (but without prejudice to the generality of this Clause) the packing or repacking of Goods; but in no case shall extend to cover loss or damage thereto caused by such process.

Repacking Clause

Should the outer packing be damaged from any cause which renders the Subject matter insured unfit for on-shipment or distribution irrespective of the final destination the Insurer agrees to pay the reasonable cost of repacking the Subject matter insured. Provided always that such damage occurred during the currency of this insurance.

Representatives' Samples Clause

In respect of Representatives' Samples cover hereunder shall be subject to the following terms conditions warranties limitations exceptions and exclusions.

- (a) Including whilst Samples are in transit or whilst at locations in the care custody and control of the Representative.
- (b) Including whilst Samples are being used or demonstrated but in no case shall this insurance cover loss of or damage to the Samples caused by such use or demonstration.
- (c) Excluding any ordinary wear and tear and gradual deterioration.
- (d) Excluding mysterious disappearance and/or unexplained loss.

- (e) Excluding the wilful misconduct of the Assured and/or their employees.
- (f) Excluding theft of or from vehicles unless resulting from violent and/or forcible entry into the vehicle and warranted that (1) the Samples are locked in the boot of the vehicle and in respect of estate and hatch back vehicles the Samples must be covered and out of sight, and that (2) all alarms immobilisers or similar security devices were operative and armed at the time of the occurrence, and (3) if the Samples remain in a vehicle overnight the vehicle must wherever practicable be parked in a locked garage and/or secure compound.
- (g) Excluding theft from a place of storage such as (but without prejudice to the generality of this clause) a hotel room or private dwelling or on-site storage facility unless resulting from violent and/or forcible entry into or exist from the place of storage and warranted that (1) the Samples are locked in the place of storage, and that (2) all alarms or similar security devices were operative and armed at the time of the occurrence.
- (h) If during the ordinary course of transit or when left parked and/or garaged and/or laid up between the hours of 9.00 p.m. and 6.00 a.m. vehicle(s) containing the Subject matter insured are parked or garaged other than in compliance with this Clause the Policy extends to include theft of the Subject matter insured and the Assured shall be deemed to be his own Insurer for 20% of all losses arising from theft of or from vehicle(s).

Return Goods Clause (Sale or Return, Warranty Replacement, Repair or Refurbishment)

The Policy shall provide cover as stated below, at the option of the Assured on Subject matter insured and/or equipment herein for the voyage or journey from their customers premises to the premises of the Assured for the purpose of return upon a sale or return basis and/or warranty replacement and/or for repair and/or renovation and/or refurbishment.

Basis of valuation

- (1) In respect of Subject matter Insured shipped to the Assured upon a sale or return basis and/or warranty replacement and/or for repair and/or renovation and/or refurbishment,
 - (a) Domestic Transits.
 - (i) Sale or return Subject matter insured – cost price to the Assured
 - (ii) Warranty replacements – cost price to the Assured.
 - (iii) Repair and/or renovation and/or refurbishment - Indemnity value of the entire equipment less the cost of such repair and/or renovation and/or rectification and/or or calibration and/or similar work
 - (b) Sendings from destinations overseas to the premises of the Assured.
As provided for in (a) above, but in addition all packing handling and freighting costs plus duty if applicable.
- (2) In respect of Subject matter Insured shipped from the Assured to customers upon completing of any repair and/or renovation and/or refurbishment,
 - (a) Domestic Transits.
Current Market Replacement Cost or Original Purchase Price which ever is the lesser.
 - (b) Sendings from the Assured's premises to destinations Overseas.
Current Market Replacement Cost or Original Purchase Price which ever is the less plus all packing handling and freighting costs plus duty if applicable.

Scope of Cover:

- (1) In respect of Subject matter insured returned upon a sale or return basis indemnity will be provided upon the Institute Cargo Clauses stated herein.
- (2) In respect of Subject matter insured returned to the Assured 's customer after completion of repair and/or renovation and/or rectification and/or or calibration and/or similar work, cover shall be provided upon the Institute Cargo Clauses stated herein.

- (3) In respect of Subject matter insured being returned to the Assured for repair and/or renovation and/or rectification and/or or calibration and/or similar work, cover shall be restricted to Institute Cargo Clauses (B) including theft pilferage and non delivery of an entire package including the Institute Strikes and Institute War Clauses stated herein.
- (4) Limit: EURO 100,000 any one accident or occurrence or series of accidents or occurrences arising out of one event in any one location.
- (5) Deductible: A deductible of EURO 2,500 each and every loss shall be operative.
- (6) Rates: Current Policy rates shall be applied for the appropriate journey as shown in the Rating Schedule below, unless otherwise stated herein.

Returned Shipments Clause

In the event of shipments insured under this Policy being returned to the Consignor for any reason such shipments are covered continuously hereunder including whilst in warehouse or elsewhere whilst en route for up to a maximum of 30 days or until finally disposed of by the Assured, whichever shall first occur.

Reports of such Returned Shipments to be made to the Insurer as soon as known to the Assured.

The transit premium rate applicable in respect of the original voyage shall include whilst the Subject-matter is in storage at original destination, and the full transit premium rate shall be applied for the return voyage.

Second-hand Interests Clause

In respect of Second-hand Interests, in no case shall this insurance cover claims for or loss damage or expense reasonably attributable to damage to paint work, chipping, denting, scratching, marring, bruising, rust, oxidization, discolouration and/or any other loss of or damage to the Subject matter insured reasonably attributable to ordinary wear tear and/or gradual deterioration.

The above shall not apply to Second-hand Interests in the event that a pre-shipment survey is undertaken by a suitably qualified marine surveyor at the Assured's expense and in accordance with the procedure specified in the following paragraphs, and that such report is submitted to and accepted by the Insurer as soon as practicable.

The Assured shall make contact with and appoint the nearest Lloyd's Agent and instruct them to carry out a survey which shall satisfy the following minimum requirements:

- (1) The surveyor shall survey and report on the general condition of the Subject matter with particular reference to any existing damage such as (but without prejudice to the generality of this clause) chips, dents, scratches, damage to paint work, rust, oxidisation and discolouration; and where applicable, the condition of any electronics and/or machinery.

and

- (2) The surveyor shall discuss, agree and report on the packing, stow and lashing of the Subject-matter and where applicable the method of loading shall be discussed and agreed with the carrier's representative.

Second-Hand Replacement Clause

In the event of loss of or damage to any part or parts of Second-hand plant, machinery, equipment and/or specially fabricated components in consequence of a peril insured against in terms of the cover conditions prevailing at the time of loss the amount recoverable hereunder shall not exceed such proportion of the cost of replacement or repair of such part or parts as the insured value bears to the value of a new machine (the date of attachment of cover hereunder in respect of the insured Subject-matter) plus additional charges for forwarding and refitting the new part or parts, if incurred.

Segregation and/or Sorting Expenses Clause

In the event of external signs of damage to Subject matter insured resulting from a peril insured against in terms of the cover conditions prevailing at the time of loss necessitating segregating and/or sorting of the Subject-matter the Insurer shall pay the reasonable costs incurred in segregating and/or sorting provided the Insurer's liability for segregating and/or sorting costs and loss of or damage to the insured Subject-matter does not exceed the total sum insured of the insured consignment.

Shortage from Containers Clause

In respect of Goods shipped in containers or curtain-sided trailers or full vehicle loads, claims for theft, shortage and non-delivery will not be invalidated by the fact that the seals are intact. Such claims will be settled in full on production of loading tally and/or packing list and discharge tally sheets made by the Assured and/or their Agents of packages removed at the time the container and/or trailers and/or vehicles were unloaded, provided always that all seals are retained by the Assured for further inspection, and that theft and/or short delivery and/or non-delivery are losses recoverable in terms of the cover conditions prevailing at the time of loss.

"Seller's Interest" Clause

Where the Subject matter insured is sold upon CFR and/or ExWorks and/or FOB and/or similar terms of sale which requires the consignee to arrange insurance in their own right cover is hereby extended to include the contingent insurable interest of the Assured operative in circumstances where the consignee refuses to accept title to the Subject matter insured and/or where the Assured exercises a lien to safeguard their interest.

In the event of the Assured exercising their right under this Clause, cover shall be operative retrospectively to the time the Subject matter insured commenced its transit as if they were sold upon CIF or similar terms of sale.

Where due to the failure of the consignee to take up title or the Assured exercise a lien in the Subject matter insured and the same is delayed and/or deviated from the original intended voyage cover will be continuous under this Policy subject to the terms, conditions and limitation contained herein.

Unless provided for elsewhere in this policy Insurers shall not be liable for onward freight costs.

It is a condition of the Assured's right of recovery hereunder that:

- (1) The Assured shall advise the Insurer of the occurrence of any occurrence likely to give rise to a claim under this insurance as soon as it becomes known to them.
- (2) The Assured shall undertake all reasonable and usual care skill and forethought and take all practical measures including measures which may be required by the Insurer to prevent or minimise loss and to enforce the contract of sale.
- (3) All rights and benefits against the consignee and/or the consignee's insurer and/or carrier and/or other persons are to be subrogated to the Insurer.
- (4) The existence of this insurance is not to be disclosed to the Buyer failing which it shall be void and of no force and effect.
- (5) This insurance and any money payable hereunder are not assignable without the written consent of the Insurer.

Subrogation Clause

The Assured shall, at the request of the Insurer or their agents, assign and subrogate to the Insurer at the time of payment and to the amount not exceeding the sum paid by the Insurer all rights and claims against others and permit suit to be brought in the Assured's name but at the Insurer's expense.

The Assured further agrees to render all reasonable assistance in the prosecution of said suit(s).

Where the Assured is Charterer of the vessel, the Insurer's rights of subrogation as described herein are waived.

Termination of Transit Clause (Terrorism) 2009 (JC2009/056)

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

1. Notwithstanding any provision to the contrary contained in this contract of insurance or the Clauses referred to therein, it is agreed that in so far as the contract of insurance covers loss of or damage to the Subject matter insured caused by

any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted or

any person acting from a political, ideological or religious motive,
such cover is conditional upon the Subject matter insured being in the ordinary course of transit
and, in any event, **SHALL TERMINATE:**

either

1.1 As per the transit clauses contained within the contract of insurance,

or

1.2 on completion of unloading from the carrying vehicle or other conveyance in or at the
final warehouse or place of storage at the destination named in the contract of insurance,

1.3 on completion of unloading from the carrying vehicle or other conveyance in or at any
other warehouse or place of storage, whether prior to or at the destination named in the
contract of insurance, which the Assured or their employees elect to use either for
storage other than in the ordinary course of transit or for allocation or distribution, or

1.4 when the Assured or their employees elect to use any carrying vehicle or other
conveyance or any container for storage other than in the ordinary course of transit,

or

1.5 in respect of marine transits, on the expiry of 60 days after completion of discharge
overside of the Subject matter insured from the oversea vessel at the final port of
discharge,

1.6 in respect of air transits, on the expiry of 30 days after unloading the Subject matter
insured from the aircraft at the final place of discharge,

whichever shall first occur.

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

War and/or Strikes Risks Premium Clause (JC2004/039)

Notwithstanding anything to the contrary stated in the Premium applicable to the Policy into which this
Clause is incorporated (the Policy), it is agreed that in the event of a transit to or from or within the
geographical areas as listed as Elevated, High or Severe in the Global Cargo Watch List (GCWL), war
and/or strikes risks in respect of such transits are held covered in accordance with the applicable war
and/or strikes clauses contained in the Policy at rate(s) to be agreed.

Where storage and/or other static exposures are also covered by the Policy, this clause shall also
apply to strikes risks from the time the relevant geographical area changes in the GCWL.

The applicable GCWL designated category for any particular transit/risk shall be that which is in force
at the time transit/risk commences.

[see www.exclusive-analysis.com/cargo]

Subject always to the War and/or Strikes Premium Clause (JC2004/039) hereunder this premium is
inclusive of premium payable in respect of the cover granted under this Policy against the risks of war
and the risks of strikes riots and civil commotions.

Law and Jurisdiction

This insurance shall be subject to and governed by and construed in accordance with the laws of
Republic of Ireland and courts of the Republic of Ireland alone shall have jurisdiction in any dispute
arising hereunder.

Cancellation

The inclusion in this Policy against War risks may be cancelled by the Insurer or the Assured giving 7 days notice of cancellation at any time.

The inclusion in this Policy against Strikes, Riots and Civil Commotions risks may be cancelled by the Insurer or the Assured giving 7 days notice of cancellation at any time other than for shipment or sendings to or from or storage in the U.S.A where 48 hours notice of cancellation shall be given.

Except as above, this policy may be cancelled by either the Insurer or the Assured giving 30 days notice of cancellation at any time.

Cancellation shall become effective on the expiry of the appropriate number of days from midnight of the day on which notice of cancellation is issued by or to the Insurer but shall not apply to any transit insurance which shall have been declared or attached in accordance with Policy terms and conditions before the cancellation becomes effective.

Complaints Procedure:

AIG Europe S.A. wants to give you the best possible service. If you feel you have cause for complaint you should contact:

The Customer Complaints Officer
AIG Europe S.A.,
30 North Wall Quay,
IFSC,
Dublin 1,
D01 R8H7.
Phone: +353 1 208 1400

E-mail: customercomplaints.ie@aig.com
Website: www.aig.ie/complaints

At any stage you may contact any of the following:


Insurance Ireland
Insurance Centre,
5 Harbourmaster Place,
IFSC,
Dublin 1,
D01 E7E8.

Phone: +353 1 676 1820
Fax: +353 1 676 1943
E-mail: feedback@insuranceireland.eu
Website: <http://www.insuranceireland.eu>

Financial Services and Pensions Ombudsman
3rd Floor,
Lincoln House,
Lincoln Place,
Dublin 2,
D02 VH29.

Phone: +353 1 567 7000
E-mail: info@fspo.ie
Website: www.fspo.ie

As AIG Europe S.A. is a Luxembourg based insurance company, in addition to the complaints procedure set out above, you have access to Luxembourg mediator bodies for any complaints you



may have regarding this Policy. Contact details of the Luxembourg mediator bodies are available on AIG Europe S.A.'s website: <http://www.aig.lu>

Your right to take legal action is not affected by following any of the above procedures.

Important Notice to the Assured

Liability of Carriers, Bailees or other Third Parties

It is the duty of the Assured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimising a loss and to ensure that all rights against Carriers, Bailees or other third parties are properly preserved and exercised. In particular, the Assured and their Agents are required:

- (1) To claim immediately on the carriers, Port Authorities or other Bailees for any missing packages.
- (2) In no circumstances, except under written protest, to give clean receipts where goods are in doubtful condition.
- (3) When delivery is made by Container, to ensure that the Container and its seals are examined immediately by their responsible official.

If the Container is delivered damaged or with seals broken or missing or with seals other than as stated in the shipping documents, to clause the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification.

- (4) To apply immediately for survey by Carriers' or other Bailees' Representatives if any loss or damage be apparent and claim on the Carriers or other Bailees for any actual loss or damage found at such survey.
- (5) To give notice in writing to the Carriers or other Bailees within three (3) days of delivery if the loss or damage was not apparent at the time of taking delivery.

NOTE: - The Consignees or their Agents are recommended to make themselves familiar with the Regulations of the Port Authorities at the port of discharge.

Any claim under this insurance should be submitted without delay, accompanied by all correspondence with Carriers and other parties regarding their liability.

Survey and Settlement

In the event of damage which may involve a claim under this policy or certificate, immediate notice of such damage should be given to and a Survey obtained from

The Agent nominated on the Certificate of Insurance

or

AIG Europe S.A. Marine Claims Office at

AIG Europe S.A., 30 North Wall Quay, IFSC, Dublin 1

Telephone No. (01) 208 1400,

Documentation of Claims

To enable claims to be dealt with promptly, the Assured or their Agents are advised to submit all available supporting documents without delay, including, when applicable:

- (1) Original policy or certificate of insurance.
- (2) Original or copy of shipping invoices, together with shipping specifications and/or weight notes.
- (3) Original Bill of Lading and/or other contract of carriage.
- (4) Landing account or other documentary evidence to show the extent of the loss or damage.
- (5) Correspondence exchanged with the Carriers and other Parties regarding their liability for loss or damage.

How we use Personal Information

AIG Europe S.A. is committed to protecting the privacy of customers, claimants and other business contacts. “**Personal Information**” identifies and relates to you or other individuals (e.g. your dependants). By providing Personal Information you give permission for its use as described below. If you provide Personal Information about another individual, you confirm that you are authorised to provide it for use as described below.

Depending on our relationship with you, Personal Information collected may include: identification and contact information, payment card and bank account, credit reference and scoring information, sensitive information about health or medical condition, driving pattern information obtained from telematic devices in customer vehicles (where customers have consented), and other Personal Information provided by you. Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment
- Decision-making on provision of insurance cover and payment plan eligibility
- Assistance and advice on medical and travel matters
- Management and audit of our business operations
- Prevention, detection and investigation of crime, e.g. fraud and money laundering
- Establishment and defence of legal rights
- Legal and regulatory compliance, including compliance with laws outside your country of residence
- Monitoring and recording of telephone calls for quality, training and security purposes
- Marketing, market research and analysis

To opt-out of marketing communications contact us by e-mail at: postmaster.ie@aig.com or by writing to: Customer Service Team, AIG Europe S.A., Ireland Branch, 30 North Wall Quay, IFSC, Dublin 1. If you opt-out we may still send you other important communications, e.g. communications relating to administration of your insurance policy or claim.

Sharing of Personal Information - For the above purposes Personal Information may be shared with our group companies, brokers and other distribution parties, insurers and reinsurers, credit reference agencies, healthcare professionals and other service providers. Personal Information will be shared with other third parties (including government authorities) if required by law. Personal information (including details of injuries) may be recorded on claims registers (i.e., Insurance Link, and Claims and Underwriting Exchange (CUE)), and shared with other insurers. We may search these registers to detect and prevent fraud. Details on how Insurance Link operates can be found at <http://info.insurancelink.ie> and CUE at <http://www.insurancedatabases.co.uk>. Personal Information may be shared with prospective purchasers and purchasers, and transferred upon a sale of our company or transfer of business assets.

International transfer - Due to the global nature of our business Personal Information may be transferred to parties located in other countries, including the United States and other countries with different data protection laws than in your country of residence.

Security and retention of Personal Information – Appropriate legal and security measures are used to protect Personal Information. Our service providers are also selected carefully and required to use appropriate protective measures. Personal information will be retained for the period necessary to fulfil the purposes described above.

Requests or questions - To request access or correct inaccurate Personal Information, or to request the deletion or suppression of Personal Information, or object to its use, please e-mail: postmaster.ie@aig.com or write to Data Protection Officer, AIG Europe S.A., Ireland Branch, 30 North Wall Quay, IFSC, Dublin 1. More details about our use of Personal Information can be found in our full Privacy Policy at www.aig.ie or you may request a copy using the contact details above.

This insurance is underwritten by AIG Europe S.A., an insurance undertaking with R.C.S. Luxembourg number B 218806. AIG Europe S.A. has its head office at 35 D Avenue J.F. Kennedy, L-1855, Luxembourg, <http://www.aig.lu/>. AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances 7, boulevard Joseph II, L-1840 Luxembourg, GD de Luxembourg, Tel.: (+352) 22 69 11 - 1, caa@caa.lu, <http://www.caa.lu/>.

AIG Europe S.A. Ireland branch has its registered branch office at 30 North Wall Quay, International Financial Services Centre, Dublin 1, D01 R8H7 and branch registration number 908876 and is regulated for conduct of business in Ireland by the Central Bank of Ireland.

If a solvency and financial condition report of AIG Europe S.A. is available, it can be found at <http://www.aig.lu/>.

Insurance Compensation Fund You may be entitled to compensation from the scheme in the unlikely event that AIG Europe S.A. cannot meet its obligations. The maximum amount that could be available in respect of any sum due to a policyholder is 65% of the sum due or EUR 825,000, whichever is the lesser. Further information on the Insurance Compensation Fund is available on the Central Bank of Ireland's website through the following link:

<https://www.centralbank.ie/regulation/industry-market-sectors/insurance-reinsurance/solvency-ii/insurance-compensation-fund>

We do not provide advice or any personal recommendation about this product. Employees are paid a salary.

We do not pay them bonuses or commissions directly linked to sales.



THIS POLICY IS INVALID UNLESS A SCHEDULE IS ATTACHED HERE