



OPEN CARGO INSURANCE POLICY

Effected with certain Lloyd's Underwriters (hereinafter called the "Insurer") throughout.

Lloyd's Approved Coverholder:
LOGISTIQ Insurance Solutions
2609 Manhattan Beach Blvd. Suite 220
Redondo Beach, CA 90278 USA
fifunderwriting@logistiq.com

LLOYD'S

POLICY #: B174061137MC23-001

DECLARATION

These Declaration Pages outline the coverages purchased and form part of the Policy. The Policy attached to the Declaration Pages defines the available coverage along with the terms, conditions, and exclusions applicable to the Policy and Declaration Pages.

NAMED INSURED:	Logistiq Insurance Solutions			
ADDRESS:	2609 Manhattan Beach Blvd. Suite 220 Redondo Beach, CA. 90278			
BROKER:	LOGISTIQ Insurance Solutions			
POLICY PERIOD:	Inception:	March 6, 2023	Expiry:	July 31, 2024
	Both days inclusive Local Standard Time at the address of the Coverholder			
GOODS INSURED:	General merchandise of all descriptions, but excluding jewelry, precious/valuable stones, precious/valuable metals, bank notes, securities, valuable papers, dangerous goods, antiques, asbestos tiles, furs, live animals, birds, reptiles and fish, microprocessor chips, new cell phones, telephone calling cards, damaged product, tobacco, blood, serums, and any other similar items. <i>Refer to commodities list provided within for full list of approved and non-approved goods.</i>			
CURRENCY	USD			
VALUATION:	C.I.F. + 10%, or as agreed by the underwriter prior or as per the Certificate of Insurance issued			
GEOGRAPHICAL LIMIT(S):	At and from any Port or Ports, Place or Places in the World to any Port or Ports, Place or Places in the World, including domestic and/or internal transits. Including Inland Truck within and between USA and Canada <i>Excluding Afghanistan, Angola, Cuba, Ethiopia, Russia, Iran, Iraq, Lebanon, Nicaragua, Nigeria, Somalia, Uganda, Ukraine and Belarus and any other country where their local legislation decrees insurance must be effected locally.</i>			
LIMIT(S) OF LIABILITY:	\$5,000,000.00 \$5,000,000.00 \$5,000,000.00	Any one vessel or connecting conveyance Any one aircraft or connecting conveyance Any one Inland Common Carrier		
POLICY FORM AND ATTACHMENTS:	Against all risks of physical loss and/or damage subject to: QBE- Marine Cargo General Terms and Conditions. QBE - Standard All Risks Inland Terms and Conditions Institute Cargo Clauses (A) CL382 dated 1/1/2009 Institute Cargo Clauses (Air) CL387 dated 1/1/2009 Or Institute Cargo Clauses (C) CL384 dated 1/1/2009 Institute War Clauses (Cargo) CL385 dated 1/1/2009 Institute Strikes Clauses (Cargo) CL386 dated 1/1/2009 Institute War Clauses (Air Cargo) CL 388 dated 1/1/2009 Institute Strikes Clauses (Air Cargo) CL389 dated 1/1/2009 Institute Classification Clause 1.1.2001 Institute Radioactive Exclusion Clause 1.10.90 Institute Radioactive Contamination / Chemical / Biological / Bio-Chemical / Electromagnetic Weapons Exclusion Clause CL370 10.11.03 Marine Cyber Exclusion Clause - LMA5403 11.11.19 Communicable Disease Exclusion - JC2020/011 21.10.2020 Termination of Transit Clause J/C056 English Law and Practice Section deleted Service of Suit Clause (U.S.A.) - N.M.A. 1998 Applicable Law (U.S.A.) - LMA5021 14/09/2005 Sanction Limitation and Exclusion Clause - JC2010/014 11/08/2010			

ADDITIONAL TERMS:	<p><u>Additional Terms and Conditions for New Machinery and Equipment, Machine Parts and Commercial Vehicles</u> Excluding electrical, electronic and mechanical derangement unless caused by an Insured Peril. Warranted packed and secured to withstand intended transit. Excluding loss or damage whilst under own power, except during loading and Unloading (where applicable). Excluding loss or damage during loading or unloading, unless being carried out by a qualified heavy haul Shipper or Carrier. Warranted that all statutory and/or regulatory terms and conditions, including permits, are in place and are complied with, for the movement of oversized and/or overweight loads including designated routes and escorts (where applicable).</p> <p><u>Additional Terms and Conditions for Used Machinery and Equipment, Machine Parts and Commercial Vehicles</u> Excluding scratching, marring, denting and chipping. Excluding rust, oxidation and discoloration. Excluding Wear and Tear. Subject to Second Hand Replacement Clause. Warranted packed and secured to withstand intended transit. Excluding loss or damage whilst under own power, except during loading and Unloading (where applicable). Excluding loss or damage during loading or unloading, unless being carried out by a qualified heavy haul Shipper or Carrier. Warranted that all statutory and/or regulatory terms and conditions, including permits, are in place and are complied with, for the movement of oversized and/or overweight loads including designated routes and escorts (where applicable).</p> <p><u>Additional Terms and Conditions for Temperature Controlled Foods</u> Institute Frozen Food Clauses (A) – 24 Hours Breakdown (Reduced to 8 hours for Domestic Shipments by Truck) Institute Frozen Meat Clauses (A) – 24 Hours Breakdown (Reduced to 8 hours for Domestic Shipments by Truck) Excluding loss or damage due to improper packing by the shipper.</p> <p><u>Additional Terms and Conditions for shipments to CIS Countries and Africa</u> No Risk After Discharge from overseas carrying vessel or aircraft.</p>
DEDUCTIBLE:	As per the attached rating schedule Adjusted Separately against Each and Every Loss
LOSS IF ANY PAYABLE TO:	Insured or order
RATE(S):	As per the attached rating schedule
REPORTING:	Monthly On-Line (Certificate and Declaration system).
MINIMUM PREMIUM:	\$55.00 Per Shipment



JURISDICTION:	This policy will be subject to the law and jurisdiction of the United States of America as determined by the relevant Insurance Act(s).	
INSURER(S):	Certain Underwriters at Lloyd's written 100% Under UMR: B174011317MC23	100%

The Declarations and the Policy with endorsements will constitute the contract between the Insured and the Insurer.

NOTICE

Any notice to the Insurer may be validly given to LOGISTIQ Insurance Solutions, 2609 Manhattan Beach Blvd. Suite 220, Redondo Beach, CA 90278 USA

In witness whereof this Policy has been signed as authorized by the **Insurer**, Logistiq Insurance Solutions

The **Insured** is requested to read this Policy, and, if it is incorrect, to return it immediately for alteration.

In the event of an occurrence likely to result in a claim under this insurance, immediate notices should be given to the Coverholder whose name and address appear above. All inquiries and disputes are also be addressed to this Coverholder.

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE

CLAIMS PROCEDURES

In the event of a loss:

- 1) Upon delivery, immediately inspect the package in the event that there is physical damage to the package.
- 2) Any loss or damage found at the time of delivery must be recorded on the delivery receipt as an exception. You should set forth the condition of the consignment as specifically as possible. Be sure to keep a copy of the delivery receipt for your own claim file. If the loss or damage is not apparent at the time of taking delivery, give notice in writing to the Carrier or other Bailees within 3 days of delivery.
- 3) Any loss or damage must be promptly reported to WK Webster at fif@wkwebster.com, so that a surveyor may be promptly dispatched or other appropriate action taken. If needed, you can also connect with WK Webster at +1 212.269.8220. Be sure to retain and protect the packing material for inspection by the surveyor.
- 4) You must also immediately file a written claim against all other carriers that may be potentially responsible for the loss or damage (e.g., Truck – Railroad - Air - Ocean). A separate claim should be filed against each such carrier to preserve your rights against those potentially responsible carriers. The written claim should set forth the loss or damage and demand that the carrier pay for such loss or damage.
- 5) Documentation required:
 - A) Suppliers' invoices(s) to support the values and also indicate terms of sale.
 - B) Packing list or weight notes (where applicable).
 - C) Delivery receipts, landing accounts, and/or similar documents as evidence of the condition and place of loss.
 - D) All original transit documentation - for example, bill of lading, airway-bill, as evidence of the contact of carriage.
 - E) Correspondence with carriers, suppliers, or other third parties holding them responsible for any loss or damage so that any subsequent recoveries can be sought from responsible parties.
 - F) Original policy or certificate of marine insurance, as applicable.
 - G) Survey report, if applicable.
 - H) Any other documentation not detailed above relevant to the shipment and the loss.
- 6) Note that the above procedures and documentation will normally be sufficient but specific circumstances may require additional action or documentation. Under all circumstances, you must always act promptly to reasonably and safely preserve and protect your shipment in order to protect your rights.

PLEASE NOTE: YOUR CLAIM AGAINST THIS COMPANY MAY BE PREJUDICED IF YOU FAIL TO PRESERVE ALL RIGHTS AGAINST THE PARTIES RESPONSIBLE FOR LOSS OR DAMAGE AND/OR FAIL TO PRESERVE AND SAFEGUARD YOUR SHIPMENT.

**Additional claims assistance can be found by calling +1 212 269 8220 or by emailing FIF@wkwebster.com
W K Webster, 80 Maiden Lane, Suite 302, New York, NY 10038**

Commodity Description	Authorized	Conditions
Advertising Material	Approved	
Aerosol Products	Not Approved	
Agricultural Hand Tools	Approved	
Air Conditioner	Approved	
Air conditioning equipment, parts	Approved	
Aircraft, Blades Only	Approved	
Aircraft/Jet Engines	Not Approved	
Airplanes, Helicopters	Not Approved	
Alcoholic Beverages (including wine, beer, spirits) - DRY LOAD	Approved with Conditions	Excluding loss or damage caused by climatic or atmospheric conditions, or extremes of temperature.
Alcoholic Beverages (including wine, beer, spirits) - REEFER LOAD	Approved with Conditions	Excluding loss or damage caused by climatic or atmospheric conditions, or extremes of temperature. Frozen/Temperature Controlled Goods: Insured as per "all risks" clause, subject however to the following terms and conditions: Shipments of perishable cargo requiring temperature control are insured as per the "all risks" clause of this policy, excluding however loss or damage due to deterioration, decay, or spoilage. Notwithstanding the foregoing, this policy is extended to cover: 1) Loss of or damage to perishable cargo due to deterioration, decay or spoilage when directly caused by improper temperature setting or control by any persons outside the control of the Assured, provided that: a. If the temperature control of the cargo is by means of dry ice, receipts from a temperature recording device, or other evidence that sufficient quantity of dry ice for each part of the intended trip by surface or air conveyances, shall be secured and this Company shall not be liable for loss or damage caused by failure to provide a quantity sufficient for each segment of the trip. b. In the event of transportation by land or inland waterway, and/or connecting conveyances prior to loading or subsequent to discharge, or while at warehouse or terminal or consolidator, it is WARRANTED the carrying conveyance and/or warehouse or terminal or consolidator be equipped for maintaining temperature required for proper preservation of goods. 2) While the shipment is stowed in refrigeration chambers, and/or refrigerated containers of vessels, aircraft, connecting conveyances, or while in warehouses or terminals, this insurance covers loss or damage due to or caused by derangement or breakdown of the refrigerating machinery and/or refrigerating plant and/or power generation equipment and/or loss of power supply. Under no circumstances shall claims be paid unless a breakdown or improper temperature has lasted not less than twelve (12) consecutive hours, as evidenced by engineer's or other appropriate temperature log, or by an accurate temperature recording device. It is WARRANTED by the Assured that the insured perishable goods are in good condition and properly cooled, chilled or frozen, as required for the specific cargo, at commencement of transit
Alcoholic Beverages – LTL (including wine, beer, spirits)	Referral	
Aluminum Articles	Approved	
Aluminum foil	Approved	
Aluminum plates, sheet, coil, ingots	Approved	
Ammunitions, small arms	Not Approved	
Apparel articles & accessories	Approved	
Appliances, small household electric	Approved	
Arcade Game machines	Not Approved	
Arms, excluding ammunition	Not Approved	
Art, Antiques	Approved with Conditions	Insured as per "all risks" clause, subject however to the following terms and conditions: Warranted: Professionally packed with respect to antiques and fine arts, in the absence of a recent invoice, it is warranted that an appraisal be performed by a licensed third party.
Art, fine art, paintings, drawings, pastels (excluding Statuary)	Approved with Conditions	Insured as per "all risks" clause, subject however to the following terms and conditions: Warranted: Professionally packed with respect to antiques and fine arts, in the absence of a recent invoice, it is warranted that an appraisal be performed by a licensed third party.
Artificial flowers	Approved	
Artificial Limbs	Not Approved	
Artist supplies	Approved	
Asbestos products	Approved	
Asphalt products (in crates/drums)	Approved	
Audio Equipment/Speakers (NEW)	Approved	
Audio Media including Cassette Tapes	Approved	
Auto Haulers, multiple vehicles	Not Approved	
Auto parts and accessories (excl. Catalytic Converters)	Approved with Conditions	Excluding Catalytic Converters.
Automobiles, new or used	Referral	
Automobiles – antique or customized	Not Approved	
Baby carriages	Approved	
Bank Notes	Not Approved	
Bags (empty)	Approved	
Barometers	Approved	
Basket ware, wicker, straw products	Approved	

Bath tubs, sinks and lavatory equipment (porcelain & similar)	Referral	
Bath tubs, sinks and lavatory equipment (plastic - fiberglass/acrylic)	Approved	
Batteries - Excluding lithium	Approved	
Beauty Aids (excluding cosmetics & perfume/fragrance)	Approved	
Beverages - Dry load (not alcoholic)	Approved	
Bicycles	Approved	
Binoculars	Approved	
Blades, razor	Approved	
Blankets	Approved	
Boats or Yachts	Not Approved	
Boilers	Approved	
Bolts and nuts	Approved	
Books and printed matter	Approved	
Bottles, glass (empty)	Approved with Conditions	Insured as per the "all risks" clause, subject however to the following: Subject to a deductible of 3% of the insured value, but in no event will the amount deducted be less than \$500.
Brass Sheets and coils – new	Approved with Conditions	Excluding rust, oxidation, discoloration, or corrosion.
Brassware	Approved with Conditions	Excluding rust, oxidation, discoloration, or corrosion.
Brooms, brushes, toothbrushes	Approved	
Building supplies (excluding lumber & glass)	Approved	
Bulk Shipments	Not Approved	
Bullion	Not Approved	
Cable (on reels)	Approved	
Cameras/photography products	Approved	
Candles	Approved	
Candy, confections, chocolate - candy (excluding chocolate)	Approved	
Carnival Rides (NEW)	Not Approved	
Carpet (not rugs) – Domestic loads only (excluding Oriental & Homemade)	Approved with Conditions	Excluding Oriental & Homemade. Excluding coverage for international loads.
Cash	Not Approved	
Cast Iron pipe, stoves	Referral	
Catalytic Converters (FTL: 1 day journey, up to \$500K value only)	Referral	
CBD/Hemp products	Not Approved	
Cell phones (NEW)	Not Approved	
Cell phones (USED)	Referral	
Cell phone accessories (no cell phones) i.e., chargers, cases	Approved	
Cement	Approved with Conditions	Excluding loss or damage due to improper packing. Warranted packed and secured to withstand intended transit. Excluding Loss or Damage as a result of leakage and/or loss of weight and/or heating and sweating unless caused by an Insured Peril. Excluding wetting damage absolutely. Warranted cargo must be transported in an enclosed trailer.
Ceramic products (including tiles, crock, pottery, porcelain, china)	Approved with Conditions	Insured as per the "all risks" clause, subject however to the following: Subject to a deductible of 3% of the insured value, in no event will the amount deducted be less than \$500.
Chemicals - Flammable, combustible, or bulk	Referral	
Chemical products – excluding flammable or combustible chemicals, and excluding bulk shipments	Approved with Conditions	Excluding flammable or combustible chemicals and excluding bulk shipments.
Chinaware	Approved with Conditions	Insured as per the "all risks" clause, subject however to the following: Subject to a deductible of 3% of the insured value, in no event will the amount deducted be less than \$500.
Christmas ornaments, artificial trees, party favors	Approved	
Chocolate – FTL Reefer Only	Approved with Conditions	Frozen/Temperature Controlled Goods: Insured as per "all risks" clause, subject however to the following terms and conditions: Shipments of perishable cargo requiring temperature control are insured as per the "all risks" clause of this policy, excluding however loss or damage due to deterioration, decay, or spoilage. Notwithstanding the foregoing, this policy is extended to cover: 1) Loss of or damage to perishable cargo due to deterioration, decay or spoilage when directly caused by improper temperature setting or control by any persons outside the control of the Assured, provided that: a. If the temperature control of the cargo is by means of dry ice, receipts from a temperature recording device, or other evidence that sufficient quantity of dry ice for each part of the intended trip by surface or air conveyances, shall be secured and this Company shall not be liable for loss or damage caused by failure to provide a quantity sufficient for each segment of the trip. b. In the event of transportation by land or inland waterway, and/or connecting conveyances prior to loading or subsequent to discharge, or while at warehouse or terminal or consolidator, it is WARRANTED the carrying conveyance and/or warehouse or terminal or consolidator be equipped for maintaining temperature required for proper preservation of goods. 2) While the shipment is stowed in refrigeration chambers, and/or refrigerated containers of vessels, aircraft, connecting conveyances, or while in warehouses or terminals, this insurance covers loss or damage due to or caused by derangement or breakdown of the refrigerating machinery and/or refrigerating plant and/or power generation equipment and/or loss of power supply. Under no circumstances shall claims be paid unless a breakdown or improper temperature has lasted

		not less than twelve (12) consecutive hours, as evidenced by engineer's or other appropriate temperature log, or by an accurate temperature recording device. It is WARRANTED by the Assured that the insured perishable goods are in good condition and properly cooled, chilled or frozen, as required for the specific cargo, at commencement of transit.
Chocolate (Dry load)		Excluding loss or damage caused by variations in temperature and/or atmosphere unless caused by an Insured Peril. Excluding loss or damage due to tainting, contamination, infestation, discoloration or changes in color or odor unless caused by an Insured Peril. Excluding Loss or Damage as a result of leakage and/or loss of weight and/or heating and sweating. Excluding loss or damage due to improper packing. Warranted packed and secured to withstand intended transit.
Cigarette lighters and similar	Approved	
Circuit Boards	Not Approved	
Circuit Breakers/Electrical Panel	Approved	
Clocks (not Grandfather), watches	Not Approved	
Coal, Crude Oil	Not Approved	
Cocoa preparations	Approved	
Coffee, tea, spices (packaged)	Approved	
Coins	Not Approved	
Combs, hair curlers	Approved	
Computer Chips, Memory Chips, Integrated Circuits	Referral	
Computer Games, Consoles, Parts & Accessories	Not Approval	
Computer Monitors (Monitors only - no computers)	Approved	
Computer Servers – FTL ONLY (NEW)	Approved with Conditions	"All risks" excluding marring, denting, scratching, chipping, rust, oxidation, wear, and tear; also excluding mechanical, electrical, electromagnetic derangement unless caused by a peril insured against.
Computer Servers – FTL ONLY (USED)	Approved with Conditions	Subject to Second Hand Replacement Clause: In case of loss or damage covered by this insurance to any part of such machine, the Company shall be liable only for the proportion of the cost of replacement of the parts lost or damaged as the insured value bears to the value of new machinery, plus additional charges for labor and forwarding charges for refitting the new part or parts if incurred; but in no event shall the Company be liable for more than the insured value of the complete machine. Excluding Loss or damage due to marring, denting, scratching, chipping, rust, oxidation, wear, tear; also excluding mechanical, electrical and/or electromagnetic derangement unless there is evidence of external damage to the insured item or its packing. For oversized and/or overweight machinery shipped domestically: excluding loss or damage caused by or attributable to lifting, loading, unloading, or improper stowage or securing of the cargo.
Computer Servers (LTL)	Not Approval	
Computer software	Approved	
Computers, parts, and accessories (not chips, laptops, tablets)	Referral	
Computers, tablets, laptops, parts, and accessories (USED)	Referral	
Copper articles - NEW	Approved with Conditions	Excluding rust, oxidation, discoloration, corrosion absolutely
Copper articles - USED	Approved with Conditions	Excluding rust, oxidation, discoloration, corrosion, bending, twisting and end damage unless caused by a risk insure against. Cutting clause: in the event of any pipe being damaged so as to be reasonably usable if cut to a shorter length, the Company's liability shall be for the proportion of the insured value which the part cut off bears to the length of the complete pipe, plus the costs of cutting and refitting flanges or re-cutting bevels, etc.
Cork	Approved	
Cosmetics	Approved	
Covid Related Products	Referral	
Currency	Not Approved	
Cutlery	Approved	
Cylinders, gas (empty)	Approved	
Data Storage Media (FTL only)	Referral	
Dental equipment & Supplies	Approved	
Diamonds	Not Approved	
Diffuser	Approved	
Dishwashing machines	Approved	
Dolls	Approved	
Donated Food, clothing, medicine, relief aid	Referral	FPA only (Institute Cargo clauses C only)
Drums, metal (empty)	Approved	
Dyes, inks, paints (in tins, drums, cans)	Approved	
Earthenware	Approved with Conditions	Insured as per the "all risks" clause, subject however to the following: Subject to a deductible of 3% of the insured value, but in no event will the amount deducted be less than \$500.
Eggs fresh, packaged, shells or liquid	Not Approved	
Eggs, powdered	Approved	
Electric hand tools	Approved	
Electronics Home – NEW (DVD/DVR, Radio & Similar; excluding Computers, Servers, laptops,	Approved with Conditions	Excluding Computers, Servers, Laptops, Tablets, Cell phones, Hard Drives & similar

tablets, cell phones, hard drives & Similar Engines (Excluding Aircraft)	Approved with Conditions	Excluding Aircraft Engines. Excluding scratching, marring, denting, and chipping. Excluding rust, oxidation, and discoloration. Excluding Wear and Tear. Subject to Secondhand Replacement Clause. Warranted packed and secured to withstand intended transit. Excluding loss or damage whilst under own power, except during loading and Unloading (where applicable). Excluding loss or damage during loading or unloading, unless being carried out by a qualified heavy haul Shipper or Carrier. Warranted that all statutory and/or regulatory terms and conditions, including permits, are in place and are complied with, for the movement of oversized and/or overweight loads including designated routes and escorts (where applicable).
Engraving equipment	Approved	
Exercise equipment, outdoor sports equipment	Approved	
Extension cords	Approved	
Fabric, yarns (excluding textiles)	Approved	
Feathers, down	Approved	
Fences	Approved	
Fertilizers, bulk	Not Approved	
Fertilizers, packaged	Approved	
Fire Brick (for fire pits and kilns etc.)	Approved	
Fish, canned	Approved	
Fishing equipment (for sport)	Approved	
Fishmeal	Not Approved	
Flags	Approved	
Flammable, explosives, hazardous, dangerous, or radioactive materials	Referral, Carrier	
Flasks	Approved	
Floor covering	Approved	
Food products (non-perishable)	Approved	
Food Industry waster, animal feed	Not Approved	
Footwear	Approved	
Freight of all kinds/General Freight	Referral	FPA only (Institute Cargo clauses C only)
Furniture – NEW: Metal	Approved with Conditions	Excluding rust, oxidation, discoloration, corrosion, bending, twisting and end damage unless caused by a risk insured against. Cutting clause: in the event of any pipe being damaged so as to be reasonably usable if cut to a shorter length, the Company's liability shall be for the proportion of the insured value which the part cut off bears to the length of the complete pipe, plus the costs of cutting and refitting flanges or re-cutting bevels, etc.
Furniture – NEW: Wood & Plastic	Approved	
Game Consoles, Parts & Accessories	Not Approved	
Games – Excluding: Video, Arcade, Pinball	Approved with Conditions	Warranted that there are no video games, arcade games or pinball machines in this load.
Games, video	Not Approved	
Gaming Machines	Not Approved	
Gems	Not Approved	
Generator/Compressor	Approved with Conditions	Warranted that the generator/compressor does not have wheels / isn't attached to a trailer
Generator/Compressor (with wheels touching ground during transit)	Not Approved	
Glass Bottles (empty)	Approved with Conditions	Insured as per the "all risks" clause, subject however to the following: Subject to a deductible of 3% of the insured value, but in no event will the amount deducted be less than \$500.
Glassware – not otherwise classified	Approved with Conditions	Insured as per the "all risks" clause, subject however to the following: Subject to a deductible of 3% of the insured value, but in no event will the amount deducted be less than \$500.
Glassware, Crystal, Glass, Mirror, Windows	Approved with Conditions	Insured as per the "all risks" clause, subject however to the following: Subject to a deductible of 3% of the insured value, but in no event will the amount deducted be less than \$500.
Gloves	Approved	
Glue, enzymes	Approved	
Glycine, Taurine, Chondroitin used in animal feed	Approved with Conditions	Excluding flammable or combustible chemicals and excluding bulk shipments.
Grains (bulk)	Not Approved	
Grains - Packaged	Approved with Conditions	Excluding loss of or damage arising out of or resulting from mold, mildew, moths, vermin, changes in temperature or climatic conditions, inherent vice, delay, infestation of rodents or insects and losses in market value, howsoever caused.
Grandfather Clocks	Not Approved	
Granite, Marble	Approved with Conditions	Insured as per the "all risks" clause, subject however to the following: Subject to a deductible of 3% of the insured value, but in no event will the amount deducted be less than \$500.
Grease, lubricants	Approved	
Hand printing sets, hand stamps	Approved	
Hand Tools	Approved	
Hard Drives / Disk Drives (FTL only)	Approved	
Harness & saddlery goods	Approved	
Hats	Approved	

Hazardous, dangerous materials	Not Approved	
Hearing aids	Approved	
Hoses	Approved	
Hosiery	Approved	
Hospital supplies (excluding glass, medications and covid tests, pharmaceuticals, and medicine)	Approved	
Household goods and personal effects	Not Approved	
Incubators	Approved	
Ink	Approved	
Inorganic compounds	Not Approved	
Insecticides, packaged	Approved	
Instruments, optical, surgical	Approved	
Insulating materials	Approved	
iPad, iPhone, similar items	Not Approved	
Iron or Steel: pipes, sheets, plate, coils, bars, rods	Approved with Conditions	Excluding rust, oxidation, discoloration, corrosion, bending, twisting and end damage unless caused by a risk insured against. Cutting clause: in the event of any pipe being damaged so as to be reasonably usable if cut to a shorter length, the Company's liability shall be for the proportion of the insured value which the part cut off bears to the length of the complete pipe, plus the costs of cutting and refitting flanges or re-cutting bevels, etc.
Irrigation equipment	Approved	
Isopropyl Alcohol Mixture - UN1219	Approved	
Jet engines	Not Approved	
Jewelry, costume	Approved	
Jewelry of value (gold, silver, etc.)	Not Approved	
Juice (excluding Refrigerated/Frozen)	Approved	
Juice (refrigerated/frozen) - FTL only	Approved with Conditions	Frozen/Temperature Controlled Goods: Insured as per "all risks" clause, subject however to the following terms and conditions: Shipments of perishable cargo requiring temperature control are insured as per the "all risks" clause of this policy, excluding however loss or damage due to deterioration, decay, or spoilage. Notwithstanding the foregoing, this policy is extended to cover: 1) Loss of or damage to perishable cargo due to deterioration, decay or spoilage when directly caused by improper temperature setting or control by any persons outside the control of the Assured, provided that: a. If the temperature control of the cargo is by means of dry ice, receipts from a temperature recording device, or other evidence that sufficient quantity of dry ice for each part of the intended trip by surface or air conveyances, shall be secured and this Company shall not be liable for loss or damage caused by failure to provide a quantity sufficient for each segment of the trip. b. In the event of transportation by land or inland waterway, and/or connecting conveyances prior to loading or subsequent to discharge, or while at warehouse or terminal or consolidator, it is WARRANTED the carrying conveyance and/or warehouse or terminal or consolidator be equipped for maintaining temperature required for proper preservation of goods. 2) While the shipment is stowed in refrigeration chambers, and/or refrigerated containers of vessels, aircraft, connecting conveyances, or while in warehouses or terminals, this insurance covers loss or damage due to or caused by derangement or breakdown of the refrigerating machinery and/or refrigerating plant and/or power generation equipment and/or loss of power supply. Under no circumstances shall claims be paid unless a breakdown or improper temperature has lasted not less than twelve (12) consecutive hours, as evidenced by engineer's or other appropriate temperature log, or by an accurate temperature recording device. It is WARRANTED by the Assured that the insured perishable goods are in good condition and properly cooled, chilled or frozen, as required for the specific cargo, at commencement of transit.
Kilns	Approved	
Lamps and lighting fixtures - excluding light bulbs	Approved with Conditions	Warranted that there are no light bulbs.
Laptops – NEW	Not Approved	
Laptops – USED	Referral	
Lead articles	Approved	
Leather apparel	Referral	
Leather luggage, trunks, briefcases	Referral	
Leathers, finished	Referral	
LED Signs	Approved	
Light Bulbs up to \$200K (FTL only)	Approved	
Linens (table, bath, bed, similar)	Approved	
Lithium Batteries	Not Approved	
Live Animals	Not Approved	
Live plants, flowers, trees	Not Approved	
Lubricants (in cases, drums)	Approved	
Lumber	Approved	
Machines, games	Not Approved	
Machine parts – NEW	Approved with Conditions	For oversized and/or overweight machinery shipped domestically: excluding loss or damage caused by or attributable to lifting, loading, unloading, or improper stowage or securing of cargo.
Machine parts – USED	Approved with Conditions	Excluding marring, denting, scratching, chipping, rust, oxidation, wear, tear; also excluding mechanical, electrical and/or electromagnetic derangement unless caused by a peril insured against.
Machinery – NEW	Approved with Conditions	Excluding electrical, electronic, and mechanical derangement unless caused by an Insured Peril. Warranted packed and secured to withstand intended transit. Excluding loss or damage

		whilst under own power, except during loading and Unloading (where applicable). Excluding loss or damage during loading or unloading, unless being carried out by a qualified heavy haul Shipper or Carrier. Warranted that all statutory and/or regulatory terms and conditions, including permits, are in place and are complied with, for the movement of oversized and/or overweight loads including designated routes and escorts (where applicable).
Machinery - USED	Approved with Conditions	Excluding marring, denting, scratching, chipping, rust, oxidation, wear, tear; also excluding mechanical, electrical and/or electromagnetic derangement unless caused by a peril insured against.
Maps, plans, manuscripts	Not Approved	
Marble, granite: slabs, tabletops, (excludes Statuary)	Approved with Conditions	Insured as per the "all risks" clause, subject however to the following: Subject to a deductible of 3% of the insured value, but in no event will the amount deducted be less than \$500.
Mattresses, pillows, cushions	Approved	
Medical/Laboratory Equipment (MRI, CT, etc.) – USED	Referral	FPA Only
Meat, refrigerated/frozen (excluding seafood & dairy) - FTL only	Approved with Conditions	Frozen/Temperature Controlled Goods: Insured as per "all risks" clause, subject however to the following terms and conditions: Shipments of perishable cargo requiring temperature control are insured as per the "all risks" clause of this policy, excluding however loss or damage due to deterioration, decay, or spoilage. Notwithstanding the foregoing, this policy is extended to cover: 1) Loss of or damage to perishable cargo due to deterioration, decay or spoilage when directly caused by improper temperature setting or control by any persons outside the control of the Assured, provided that: a. If the temperature control of the cargo is by means of dry ice, receipts from a temperature recording device, or other evidence that sufficient quantity of dry ice for each part of the intended trip by surface or air conveyances shall be secured and this Company shall not be liable for loss or damage caused by failure to provide a quantity sufficient for each segment of the trip. b. In the event of transportation by land or inland waterway, and/or connecting conveyances prior to loading or subsequent to discharge, or while at warehouse or terminal or consolidator, it is WARRANTED the carrying conveyance and/or warehouse or terminal or consolidator be equipped for maintaining temperature required for proper preservation of goods. 2) While the shipment is stowed in refrigeration chambers, and/or refrigerated containers of vessels, aircraft, connecting conveyances, or while in warehouses or terminals, this insurance covers loss or damage due to or caused by derangement or breakdown of the refrigerating machinery and/or refrigerating plant and/or power generation. equipment and/or loss of power supply. Under no circumstances shall claims be paid unless a breakdown or improper temperature has lasted not less than twelve (12) consecutive hours, as evidenced by engineer's or other appropriate temperature log, or by an accurate temperature recording device. It is WARRANTED by the Assured that the insured perishable goods are in good condition and properly cooled, chilled or frozen, as required for the specific cargo, at commencement of transit.
Meats, canned	Approved	
Meters	Approved	
Military Vehicles/Tanks	Not Approved	
Milled products, flour, starches, gluten	Approved	
Mineral fuels	Not Approved	
Mobile commodity (towed on own wheels)	Not Approved	
Motorcycles	Referral	
Motors, electric	Approved	
Mowers, lawn	Approved	
Musical instruments (excluding pianos & organs)	Approved	
Narcotics, Controlled Substances	Not Approved	
Needles, sewing, knitting, notions	Approved	
Negotiable Documents	Not Approved	
Netting, fish	Approved	
Network switches	Not Approved	
Newsprint and craft paper in rolls	Not Approved	
Nickel articles	Approved with Conditions	Excluding loss or damage due to rust, oxidation, or discoloration.
Nuclear, Plutonium, Uranium Products	Not Approved	
Nuts: Edible – Bulk/Super sacs	Approved with Conditions	Excluding loss of or damage arising out of or resulting from mold, mildew, moths, vermin, changes in temperature or climatic conditions, inherent vice, delay, infestation of rodents or insects and losses in market value, howsoever caused.
Nuts, bolts, screws	Approved	
Nuts: edible, packaged ready to sell - Dry load	Approved	
Office machines (Fax, Copiers, Phone etc. - excluding computers)	Approved	
Oil Field equipment - NEW	Approved with Conditions	For oversized and/or overweight machinery shipped domestically: excluding loss or damage caused by or attributable to lifting, loading, unloading, or improper stowage or securing of the cargo.
Oil Field equipment - USED	Approved with Conditions	Used Goods/Machinery: Excluding loss or damage due to mechanical, electrical, or electro-magnetic derangement unless there is evidence of external damage to the insured item or its packaging. Excluding marring, denting, scratching, chipping, rust, oxidation, discoloration, wear shall be liable only for the proportion of the cost of replacement of the parts lost or damaged as the insured value bears to the value of new

		machinery, plus additional charges for labor and forwarding charges for and tear. Secondhand Replacement Clause: In case of loss or damage covered by this insurance to any part of such machine, the Company refitting the new part or parts, if incurred; but in no event shall the Company be liable for more than the insured value of the complete machine.
Oil, in tins, cases, drums	Approved	
Optical goods, eyeglass frames	Approved with Conditions	Warranted packed and secured to withstand intended transit and confirm that the glass lenses are not included.
Ores, Ash	Not Approved	
Organic Chemicals	Not Approved	
Oriental or handmade rugs	Not Approved	
OTC Covid Test (FTL & Dry Load Only)	Referral	
Outboard motors	Approved	
Ovens	Approved	
Oxygen	Referral	
Paints	Approved	
Pallet Jacks, Hand Carts, Similar	Approved	
Paper and printer matter (excluding paper rolls)	Approved	
Paper in rolls	Not Approved	
Paper mill equipment	Approved	
Pharmaceuticals, drugs	Referral, Carrier	
Pencils, crayons	Approved	
Perfumes (bottled ready to sell)	Not Approved	
Pet accessories	Approved	
Pet food (packaged)	Approved	
Photographic paper and supplies	Approved	
Piano, organs	Not Approved	
Picture frames excluding artwork	Approved	
Pipe	Referral	
Pipes for smoking	Approved	
Plastic Goods	Approved	
Playground Equipment	Approved	
Plumbing supplies and tools	Approved	
Poly, Resins	Approved	
Pool tables	Approved	
Postage	Not Approved	
Postage Stamps	Not Approved	
Pots, pans	Approved	
Precious, semi-precious stones or metals	Not Approved	
Prepared foods - excluding refrigerated/frozen	Approved	
Prepared fruits, vegetables, nuts - packaged - DRY LOAD	Approved	
Printed matter	Approved	
Printers – NEW	Approved with Conditions	Excluding electrical, electronic, and mechanical derangement unless caused by an Insured Peril. Warranted packed and secured to withstand intended transit. Excluding loss or damage whilst under own power, except during loading and Unloading (where applicable). Excluding loss or damage during loading or unloading, unless being carried out by a qualified heavy haul Shipper or Carrier. Warranted that all statutory and/or regulatory terms and conditions, including permits, are in place and are complied with, for the movement of oversized and/or overweight loads including designated routes and escorts (where applicable).
Printers - USED	Approved with Conditions	Excluding marring, denting, scratching, chipping, rust, oxidation, wear, tear; also excluding mechanical, electrical and/or electromagnetic derangement unless caused by a peril insured against.
Pumps (industrial)	Approved	
PVC Pipe	Approved	
Pyrotechnics	Not Approved	
Rags	Not Approved	
Railroad equipment and rolling stock	Referral, Carrier	
Rattan, bamboo materials	Approved	
Refrigerated, frozen commodities (excluding seafood & dairy) - FTL only	Approved with Conditions	Frozen/Temperature Controlled Goods: Insured as per "all risks" clause, subject however to the following terms and conditions: Shipments of perishable cargo requiring temperature control are insured as per the "all risks" clause of this policy, excluding however loss or damage due to deterioration, decay, or spoilage. Notwithstanding the foregoing, this policy is extended to cover: 1) Loss of or damage to perishable cargo due to deterioration, decay or spoilage when directly caused by improper temperature setting or control by any persons outside the control of the Assured, provided that: a. If the temperature control of the cargo is by means of dry ice, receipts from a temperature recording device, or other evidence that sufficient quantity of dry ice for each part of the intended trip by surface or air conveyances, shall be secured and this Company shall not be liable for loss or damage caused by failure to provide a quantity sufficient for each segment of the trip. b. In the event of transportation by land or inland waterway, and/or connecting conveyances

		prior to loading or subsequent to discharge, or while at warehouse or terminal or consolidator, it is WARRANTED the carrying conveyance and/or warehouse or terminal or consolidator be equipped for maintaining temperature required for proper preservation of goods. 2) While the shipment is stowed in refrigeration chambers, and/or refrigerated containers of vessels, aircraft, connecting conveyances, or while in warehouses or terminals, this insurance covers loss or damage due to or caused by derangement or breakdown of the refrigerating machinery and/or refrigerating plant and/or power generation equipment and/or loss of power supply. Under no circumstances shall claims be paid unless breakdown or improper temperature has lasted not less than twelve (12) consecutive hours, as evidenced by engineer's or other appropriate temperature log, or by an accurate temperature recording device. It is WARRANTED by the Assured that the insured perishable goods are in good condition and properly cooled, chilled or frozen, as required for the specific cargo, at commencement of transit.
Refrigeration Equipment	Approved	
Refuse or waste	Not Approved	
Rice	Approved with Conditions	Excluding loss or damage due to improper packing. Warranted packed and secured to withstand intended transit. Excluding loss or damage caused by variations in temperature and/or atmosphere unless caused by an Insured Peril. Excluding loss or damage due to tainting, contamination, infestation, discoloration or changes in color, taste or odor unless caused by an Insured Peril. Excluding Loss or Damage as a result of leakage and/or loss of weight and/or heating and sweating.
Road building equipment	Referral	
Rock Fossils	Approved with Conditions	Warranted commercial invoice or 3rd party appraisal, (by a licensed appraiser), clear inventory list, professional packed.
Rope, twine, cordage	Approved	
Rubber products	Approved	
Safes	Approved	
Salt	Not Approved	
Salt, Sulfur, Earth, Stone, Lime in Bulk	Not Approved	
School supplies - books, paper products etc. (excluding electronics)	Approved	
Scrap materials (scrap metal, paper and wood waste, wastepaper newsprint/paper waste, plastic scrap)	Approved with Conditions	Insured subject to the following terms and conditions: Warranted Free of Particular Average unless the vessel or craft be stranded, sunk, or burnt, but notwithstanding this warranty, the Company is to pay any loss or damage to the interest insured which may reasonably be attributed to fire, collision or contact of the vessel and/or craft and/or conveyance with any external substance (ice included) other than water, or to discharge of cargo at port of distress Domestic shipments: While in transit or otherwise on land, this policy insures against loss and/or damage, irrespective of percentage, caused by fire, smoke, lightning, earthquake, volcanic action, typhoon, hurricane, cyclone, windstorm, landslide, flood, rising waters, sprinkler leakage, collision, upset, overturn, derailment or any other accident to the land conveyance, aircraft damage, falling objects, collapse and/or subsidence of docks, piers, bridges, culverts, and/or other structures.
Scuba apparatus	Approved	
Sculptures	Not Approved	
Seafood, refrigerated or Frozen	Not Approved	
Securities	Not Approved	
Seeds: Fruit, Vegetable, Flower, general	Approved	
Sewing machines	Approved	
Shingles, Asphalt	Approved	
Shingles, Wooden	Approved	
Shoes, Slippers	Approved	
Silo	Approved	
Skins, Hides, Unfinished Leather	Not Approved	
Smokers' supplies (excluding cigarettes, cigars)	Referral	
Snowmobiles, ATVs, golf carts, jet skis, similar	Approved	
Soaps, waxes, polishes	Approved	
Solar Panels (NEW)	Approved with Conditions	For oversized and/or overweight machinery shipped domestically: excluding loss or damage caused by or attributable to lifting, loading, unloading, or improper stowage or securing of the cargo.
Solar Panels (USED)	Approved with Conditions	Used Goods/Machinery: Excluding loss or damage due to mechanical, electrical, or electro-magnetic derangement unless there is evidence of external damage to the insured item or its packaging. Excluding marring, denting, scratching, chipping, rust, oxidation, discoloration, wear shall be liable only for the proportion of the cost of replacement of the parts lost or damaged as the insured value bears to the value of new machinery, plus additional charges for labor and forwarding charges for and tear. Secondhand Replacement Clause: In case of loss or damage covered by this insurance to any part of such machine, the Company refitting the new part or parts, if incurred; but in no event shall the Company be liable for more than the insured value of the complete machine.

Sonar equipment	Approved	
Spices, packaged	Approved	
Sporting equipment	Approved	
Stamps	Not Approved	
Statuary	Not Approved	
Steam Engines	Not Approved	
Steel Articles	Approved with Conditions	Excluding rust, oxidation, discoloration, corrosion, bending, twisting and end damage unless caused by a risk insured against. Cutting clause: in the event of any pipe being damaged so as to be reasonably usable if cut to a shorter length, the Company's liability shall be for the proportion of the insured value which the part cut off bears to the length of the complete pipe, plus the costs of cutting and refitting flanges or re-cutting bevels, etc.
Stone Artifacts	Not Approved	
Sugars (packaged)	Approved	
Sulfur	Not Approved	
Surgical dressing	Approved	
Surgical supplies	Approved	
Tapestries (not antiques)	Approved	
Tarpaulins	Approved	
Telephones (excluding cell phones)	Approved	
Tents	Approved	
Textile Art, needlecraft sets, worn art	Approved	
Textiles	Approved	
Thread, sewing	Approved	
Tile (ceramic)	Approved with Conditions	Insured as per the "all risks" clause, subject however to the following: Subject to a deductible of 3% of the insured value, but in no event will the amount deducted be less than \$500.
Tin articles, general	Approved	
Tin plate	Approved	
Tires	Approved	
Titanium	Not Approved	
Tobacco, cigarettes, cigars	Not Approved	
Tools, small hand	Approved	
Toys	Approved	
Tractor supplies and parts	Approved	
Transformers	Approved	
Tractors – NEW (home/farm excluding combines)	Approved with Conditions	No coverage while vehicle is under its own power, except during loading and off-loading.
Tractors - USED	Approved with Conditions	Excluding scratching, marring, denting, and chipping. Excluding rust, oxidation, and discoloration. Excluding Wear and Tear. Subject to Secondhand Replacement Clause. Warranted packed and secured to withstand intended transit. Excluding loss or damage whilst under own power, except during loading and Unloading (where applicable). Warranted that all statutory and/or regulatory terms and conditions, including permits, are in place and are complied with, for the movement of oversized and/or overweight loads including designated routes and escorts (where applicable).
Tubes for tires	Approved	
Turbines, excluding Jet/aircraft	Approved	
TV's, all kinds	Approved	
Umbrella	Approved	
Valuable Papers, Bank Notes, Securities, Currency	Not Approved	
Vape Products	Not Approved	
Vats (excluding cast iron)	Approved	
Vegetables, fresh edible - FTL only	Approved with Conditions	Frozen/Temperature Controlled Goods: Insured as per "all risks" clause, subject however to the following terms and conditions: Shipments of perishable cargo requiring temperature control are insured as per the "all risks" clause of this policy, excluding however loss or damage due to deterioration, decay, or spoilage. Notwithstanding the foregoing, this policy is extended to cover: 1) Loss of or damage to perishable cargo due to deterioration, decay or spoilage when directly caused by improper temperature setting or control by any persons outside the control of the Assured, provided that: a. If the temperature control of the cargo is by means of dry ice, receipts from a temperature recording device, or other evidence that sufficient quantity of dry ice for each part of the intended trip by surface or air conveyances, shall be secured and this Company shall not be liable for loss or damage caused by failure to provide a quantity sufficient for each segment of the trip. b. In the event of transportation by land or inland waterway, and/or connecting conveyances prior to loading or subsequent to discharge, or while at warehouse or terminal or consolidator, it is WARRANTED the carrying conveyance and/or warehouse or terminal or consolidator be equipped for maintaining temperature required for proper preservation of goods. 2) While the shipment is stowed in refrigeration chambers, and/or refrigerated containers of vessels, aircraft, connecting conveyances, or while in warehouses or terminals, this insurance covers loss or damage due to or caused by derangement or breakdown of the refrigerating machinery and/or refrigerating plant and/or power generation equipment and/or loss of power supply. Under no circumstances shall claims be paid unless a breakdown or improper temperature has lasted not less than twelve (12) consecutive hours, as evidenced by engineer's or other appropriate temperature log, or by an accurate temperature recording device. It is WARRANTED by the Assured that the insured perishable goods are in good condition and properly cooled, chilled or frozen, as required for the specific cargo, at

commencement of transit.		
Vegetable saps and extract	Approved	
Vegetables, canned	Approved	
Video games	Not Approved	
Vinegar in Drums	Approved	
Vitamins, OTC medicines (excluding Covid tests, pharmaceuticals, and medicine)	Approved	
Wallpaper	Approved	
Watches, watch parts	Not Approved	
Water heaters	Approved	
Wax Carvings	Not Approved	
Welding supplies	Approved	
Wigs, Toupees	Approved	
Winches	Approved	
Windows (Glass)	Approved with Conditions	Insured as per the "all risks" clause, subject however to the following: Subject to a deductible of 3% of the insured value, but in no event will the amount deducted be less than \$500.
Window Frames	Approved	
Wire	Approved	
Zinc articles	Approved	
Anchors (marine)	Approved	
Animal or vegetable fats, oils	Approved	
Tile (non-ceramic, non-marble)	Approved	
Sauna Tanks	Approved	
Wire, barbed	Approved	

MARINE CARGO GENERAL CONDITIONS

1. INSURED CLAUSE

Company and/or associated and/or subsidiary companies as per the Certificate of Insurance.

2. ATTACHMENT DATE

This policy to cover and attach on all shipments made on or after the date shown on the Certificate of Insurance.

3. SUBJECT MATTER INSURED

This policy covers the insurable interest of the insured on goods shown on the Certificate of Insurance.

Other shipments held covered at rates and conditions to be agreed.

4. GENERAL MERCHANDISE CLAUSE

General merchandise of all descriptions, but excluding jewelry, precious/valuable stones, precious/valuable metals, bank notes, securities, valuable papers, dangerous goods, antiques, asbestos tiles, furs, live animals, birds, reptiles and fish, microprocessor chips, new cell phones, telephone calling cards, damaged product, tobacco, blood, serums, and any other similar items unless accepted by Underwriters prior to the shipment.

Overweight/oversized coverage excludes loss or damage caused by or attributable to lifting, loading, unloading, or improper stowage or securing of the cargo (unless carried out by a qualified heavy haul Shipper or Carrier).

5. GEOGRAPHICAL LIMITS CLAUSE

To be insured from ports and or places as per the Certificate of Insurance.

To ports and/or places as per the Certificate of Insurance.

Other shipments held covered at rates and conditions to be agreed.

6. EXCLUDED COUNTRIES

Excluding Afghanistan, Angola, Cuba, Ethiopia, Russia, Iran, Iraq, Lebanon, Nicaragua, Nigeria, Somalia, Uganda, Ukraine and Belarus and any other country where their local legislation decrees insurance must be effected locally, unless otherwise shown on the declaration page of this policy or specially declared and accepted by Underwriters prior to shipment.

7. LIMITS CLAUSE

Underwriters shall not be liable for more than the limits shown on the Certificate of Insurance.

8. ACCUMULATION CLAUSE

If due to circumstances beyond the control of the Insured there is an accumulation, this Policy to pay no more than twice the policy limit.

9. VALUATION CLAUSE

To be hereafter declared and valued as shown on the Certificate of Insurance.

10. REPORTING CLAUSE

It is warranted by the Insured to declare to Underwriters all shipments coming within the terms and conditions of this Policy, on the date of receiving advice thereof, or as soon thereafter as may be practicable, and to pay the premiums thereon; willful failure to do so declare or to pay premiums when due shall (at the option of Underwriters) render this Policy null and void as and from the date of such failure.

11. PAYMENTS OF PREMIUMS

Underwriters are entitled to premiums, at agreed rates, on all shipments reported or not. All premiums are to be paid monthly.

12. RATING CLAUSE

For shipments on or after the attachment date for goods stowed Under Deck by "Classification Clause Vessels" or by scheduled Airlines the rates as shown on the Rating Matrix to apply.

The War and Strikes rates included are the current market rates but are subject to amendment.

Other voyages and/or interests held covered at rates and conditions to be arranged.

13. INSURER CLAUSE

This policy is insured with Underwriters as per the Certificate of Insurance in the percentage(s) indicated, each for their own part and not for one another.

14. SEVERAL LIABILITY NOTICE

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

15. CONVEYANCE CLAUSE

Per approved Steamer and/or Steamers and/or Aircraft and/or Conveyance(s)

16. ON DECK SHIPMENTS

Consignments shipped on Deck of carrying Vessel, with the knowledge and consent to the Assured and for which an On Deck Bill of Lading is issued are subject to:

Institute Cargo Clauses (C) CL384 dated 1/1/2009
Institute War Clauses (Cargo) CL385 dated 1/1/2009
Institute Strikes Clauses (Cargo) CL386 dated 1/1/2009

17. UNDER DECK SHIPMENTS AND/OR AIR SHIPMENTS

Shipments under deck and/or Air Shipments are insured:-

Institute Cargo Clauses (A) CL 382 dated 1/1/2009
Institute War Clauses (Cargo) CL385 dated 1/1/2009
Institute Strikes Clauses (Cargo) CL386 dated 1/1/2009

Institute Cargo Clauses (Air) CL387 dated 1/1/2009
Institute War Clauses (Air Cargo) CL388 dated 1/1/2009
Institute Strikes Clauses (Air Cargo) CL389 dated 1/1/2009

In respect of War & Strikes as per Institute Clauses incorporated herein, subject to forty-eight 48 hours' Notice of Cancellation from either side.

18. CONTAINERIZED CARGO CLAUSE

It is hereby understood and agreed that the insured property shipped aboard an ocean vessel, whether under or on deck in a fully enclosed container (including a van, lighter or barge) is insured subject to the terms and conditions set forth elsewhere in this policy as being applicable to insured property not subject to an "On Deck" bill of lading. It is further agreed that property so insured shall not be subject to any reduced limit of liability by reason of place of stow aboard the ocean vessel. It is further agreed that this endorsement does not increase the policy limit of liability per any one vessel.

PROVIDED, HOWEVER, that this endorsement shall not apply to any property carried subject to an "On Deck" bill of lading or to any property carried aboard an ocean vessel that is so constructed as to be capable of providing on deck stowage only. Any insured property falling within this proviso shall be insured subject to the terms and limits provided elsewhere in this policy for property carried on deck.

19. SECONDHAND REPLACEMENT CLAUSE

In event of claim for loss or damage to any part of the insured interest in consequence of a peril covered by the policy, the amount recoverable hereunder shall not exceed such proportion of the cost of replacement of the parts lost or damaged as the insured value bears to the value of new machinery plus additional charges for forwarding and refitting the new part or parts if incurred.

20. FUMIGATION

In the event of any vessel, conveyance, wharf, warehouse or premises being fumigated by order of a properly constituted authority, Insurer agree to indemnify the Insured for such cost of fumigation and any damage resultant therefrom to the goods hereby insured. The Insured hereby agrees to subrogate to the Insurer any recourse that they may have for recovery of such damage from others.

21. LABELS AND CARTONS

In case of damage from perils insured against affecting labels and/or cartons only, loss to be limited to an amount sufficient to pay the cost of reconditioning, cost of new labels and/or similar cartons and re-labelling and/or repacking of goods, provided the damage will have amounted to a claim under the terms of this policy. It is further agreed that no claim will be admitted for depreciation or loss of value due to the product not being sold in its original label and/or cartons or packagings.

22. TRADEMARKS CLAUSE

In case of damage to property bearing a brand the sale of which in any way carries or implies a guarantee, the salvage value of such damaged property shall be determined after removal of all brands and trademarks. On containers from which the brand or trademark cannot be removed, contents shall be transferred to plain bulk containers. With respect to any merchandise from which it is impractical to remove or destroy all evidence of the brands and/or trademarks, this Insurer agrees to consult with the Insured with respect to the disposition of said goods. In the event no agreement is reached then for the purpose of adjusting the claim in question the following rules to apply in order to determine the salvage value:

- (a) Affected merchandise and/or containers to be offered to salvors for bids as is where is.
- (b) From the highest bid obtained a deduction of 10% to be taken into account in order to satisfy the provisions of this "Brand Clause".

The Insured to retain the affected merchandise.

23. SPECIAL LIGHTERAGE

Cargo held on lighters and/or craft for a period in excess of the customary time to load or discharge is held covered subject to additional premium.

24. REFUSED OR RETURNED SHIPMENTS

This insurance is to cover all refused or returned shipments originally covered under this policy, subject to prompt notification by the Insured and subject to the Institute Cargo Clauses (C) insuring conditions and at rates to be agreed.

25. UNAUTHORIZED ASSIGNMENT & IMPAIRMENT OF SUBROGATION RECOVERY

It is a warranty of this policy that the assignment of this policy or of any insurable interest therein or the subrogation of any right thereunder to any party, without the consent of this Insurer shall render the insurance void.

26. SUIT OR ACTION FOR RECOVERY

There shall be no suit or action against this Insurer for the recovery of any claim by virtue of this policy being sustained in any Court of Law or Equity unless commenced within one year from the time the loss occurred.

27. INSTITUTE DANGEROUS DRUGS CLAUSE

It is understood and agreed that no claim under this policy will be paid in respect of drugs to which the various International Conventions relating to Opium and other dangerous drugs apply unless:

- (1) the drugs shall be expressly declared as such in the policy (by the Insured giving immediate notice of such shipments to the Underwriter) and the name of the country to which they are consigned shall be specifically stated in the policy, and
- (2) the proof of loss is accompanied either by a license, certificate or authorization issued by the Government of the country to which the drugs are consigned showing that the importation of the consignment into the country has been approved by

that Government of the country from which the drugs are consigned showing that the export of the consignment to the destination stated has been approved by the Government, and

- (3) the route by which the drugs were conveyed was usual and customary.

28. ILLICIT TRADE

Warranted free from any charge, damage or loss, which may arise in consequence of a seizure or detention, for an account of any illicit or prohibited trade, or any trade in articles, contraband of war, or the violation of any port regulation.

29. INSPECTION OF RECORDS CLAUSE

The Insurer shall have the privilege of inspecting at any time the records of the Insured concerning shipments coming within the terms of this Policy.

30. ERRORS AND OMISSIONS CLAUSE

The Insured hereunder is not to be prejudiced by any unintentional or inadvertent omission, error, incorrect valuation or incorrect description of the interest, risk, vessel, or voyage, provided notice is given to the Insurer as soon as practicable on discovery of any such error or omission.

31. PAIR AND SET

It is hereby declared and agreed that where any item consists of articles in a pair or set the Insurer will not be liable for more than the value of any particular part or parts which may be lost, without reference to any special value which such article or articles may have as part of such pair or set, and in no case to be liable for more than a proportionate part of the insured value of such pair or set.

32. FULL VALUE CLAUSE

If the property covered by this insurance shall at the time of any loss or damage, be of greater value than the sum insured hereby the Insured shall only be entitled to receive hereunder such proportion of the said loss or damage as the sum insured by the policy bears to the total value of the said property.

33. SOUTH AMERICA CLAUSE

The following clause shall apply in respect of shipments to South America.

“Notwithstanding anything contained elsewhere to the contrary, the insurance provided hereunder shall continue to cover for sixty (60) days (ninety (90) days on shipments via the Magdalene River) after completion of discharge of the overseas vessel at port of destination or until goods are delivered to the final warehouse at destination whichever may first occur and shall then terminate. The time limit referred to above to be reckoned from Midnight of the day on which the discharge of the overseas vessel is completed.”

Should the above be less restrictive than other conditions contained in this Policy wording, it is agreed that the South America Clause shall automatically become void.

34. ABSOLUTE ASBESTOS – EXCLUSIONS

Notwithstanding anything to the contrary contained in this policy, it is hereby understood and agreed that this policy shall not apply to bodily injury or personal injury or loss of, damage to or loss of use of property directly or indirectly caused by asbestos.

35. SEVERAL LIABILITY NOTICE

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

36. CANCELLATION CLAUSE

Subject to cancellation by either party upon thirty (30) days written or telegraphic notice to the other party, but such cancellation shall not affect any risks which have already attached hereunder. However, should this contract include War, Strikes, Riots and Civil Commotions cover then notwithstanding the foregoing such risks will be subject to 48 hours notice of cancellation by either party.

37. CLAIMS AGAINST CARRIERS

It is strongly recommended that, when you receive cargo from the carrier in a damaged condition, NOTICE OF CLAIM be filed with the carrier in writing at the time of accepting the goods, or if the damage is not apparent, then within three days. This notice of claim may be (a) in the form of endorsement on the delivery receipt or (b) by letter. The notice in writing need not be given if joint survey is held AT TIME OF DELIVERY (i.e. surveyor for carrier and consignee being present).

When the actual loss or damage is later determined from an examination of the goods, the claim for actual damage should be filed in writing with the carrier.

Filing claims against the carrier:

1. DOES NOT affect the claim on your policy;
2. WILL protect any rights you have under the Bill of Lading.
3. CAN reduce your premium, since good recoveries make for better claims experience.

SUGGESTIONS TO FACILITATE HANDLING OF CLAIMS AGAINST UNDERWRITERS

A. Claims for partial loss or damage:

NOTIFY THE COMPANY NAMED ON CERTIFICATE OF INSURANCE SUPPLYING DOCUMENT AS PER CERTIFICATE OF INSURANCE

Claims for General Average:

NOTIFY THE COMPANY NAMED ON CERTIFICATE OF INSURANCE SUPPLYING DOCUMENT AS PER CERTIFICATE OF INSURANCE

38. CLAUSES COVERING DUTY AND TAXES

PAYABLE ON DELIVERY - On increased value of cargo by reason of payment of duty at the port or place of destination.

Subject to the same clauses and conditions as the insurance on cargo and to pay the same percentage of loss (excluding charges and expenses) as may be paid thereon, but excluding claims in respect of:

- (a) Total Loss of whole or part of the cargo prior to the duty becoming payable.
- (b) General Average, Salvage and/or Salvage Charges arising from any casualty occurring prior to the duty becoming payable.

In ascertaining the amount of claim recoverable hereunder, credit shall be given for any rebate or refund of duty which may become allowable.

INSTITUTE CLASSIFICATION CLAUSE 01/01/2001

QUALIFYING VESSELS

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

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

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

AGE LIMITATION

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

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

- 2.1 have been used for the carriage of general cargo on an established and regular pattern of trading between a range of specified ports, and do not exceed 25 years of age, or
- 2.2 were constructed as containerships, vehicle carriers or double-skin open-hatch gantry crane vessels (OHGCs) and have been continuously used as such on an established and regular pattern of trading between a range of specified ports, and do not exceed 30 years of age.

CRAFT CLAUSE

3. The requirements of this Clause do not apply to any craft used to load or unload the vessel within the port area.

NATIONAL FLAG SOCIETY

4. A National Flag Society is a Classification Society which is domiciled in the same country as the owner of the vessel in question which must also operate under the flag of that country.

PROMPT NOTICE

5. Where this insurance requires the assured to give prompt notice to the Underwriters, the right to cover is dependent upon compliance with that obligation.

LAW AND PRACTICE

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

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

1/1/01. CL354-2001

INSTITUTE RADIOACTIVE EXCLUSION CLAUSE

All Shipments subject to the following Institute Radioactive Contamination Exclusion Clause: This clause shall be paramount and shall override anything contained in this Insurance inconsistent therewith.

1. In no case shall this Insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from;

- 1.1 Ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- 1.2 the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- 1.3 any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

10/11/2003

INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE

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

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

- 1.1 ionizing 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.

CL37

MARINE CYBER EXCLUSION CLAUSE

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

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

- 1.1 the failure, error or malfunction of any computer, computer system, computer software program, code, or process or any other electronic system, or
- 1.2 the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system.

LMA5402. 11 November 2019

TERMINATION OF TRANSIT CLAUSE (TERRORISM)

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

1. Notwithstanding any provision to the contrary contained in this Policy or the Clauses referred to therein, it is agreed that in so far as this Policy covers loss of or damage to the subject-matter insured caused by any terrorist or any person acting from a political motive, such cover is conditional upon the subject-matter insured being in the ordinary course of transit and, in any event, **SHALL TERMINATE:**

either

- 1.1 As per the transit clauses contained within the Policy,
- 1.2 on delivery to the Consignee's or other final warehouse or place of storage at the destination named herein,
- 1.3 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either for storage other than in the ordinary course of transit or for allocation or distribution,

or

- 1.4 in respect of marine transits, on the expiry of 60 days after completion of discharge overseas of the goods hereby insured from the overseas vessel at the final port of discharge,
- 1.5 in respect of air transits, on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge,

whichever shall first occur.

2. If this Policy or the Clauses referred to therein specifically provide cover for inland or other further transits following on from storage, 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.

Except as otherwise stated in this Endorsement, all terms, provisions and conditions of the Policy shall have full force and effect.

COMMUNICABLE DISEASE EXCLUSION (CARGO)

1. 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.
2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 2.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 2.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 2.3 the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.

JC2020-011 17 April 2020

INSTITUTE SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of the Underwriters severally subscribing this insurance (the Underwriters) to pay any amount claimed to be due hereunder, the Underwriters, at the request of the Assured, will submit to the jurisdiction of a court of competent jurisdiction within the United States of America.

Notwithstanding any provision elsewhere in this insurance relating to jurisdiction, it is agreed that the Underwriters have the right to commence an action in any court of competent jurisdiction in the United States of America, and nothing in this clause constitutes or should be understood to constitute a waiver of the Underwriters' rights to remove an action to a United States Federal District Court or to seek remand therefrom or to seek a transfer of any suit to any other court of competent jurisdiction as permitted by the laws of the United States of America or any state therein.

Subject to the Underwriters' rights set forth above:

- (a) It is further agreed that the Assured may serve process upon any senior partner in the firm of:
Lloyd's America, Inc. Attention: Legal Department, 280 Park Avenue, East Tower, 25th Floor, New York, NY 10017
and that in any suit instituted against any one of them upon this contract the Underwriters will abide by the final decision of the Court or of any Appellate Court in the event of an appeal.
 - (b) The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon the Underwriters' behalf in the event such a suit shall be instituted.
 - (c) The right of the Assured to bring suit as provided herein shall be limited to a suit brought in its own name and for its own account. For the purpose of suit as herein provided the word Assured includes any mortgagee under a ship mortgage which is specifically named as a loss payee in this insurance and any person succeeding to the rights of any such mortgagee.
 - (d) Further, pursuant to any statute of any state, territory or district of the United States of America which makes provision therefor, Underwriters hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office (the Officer), as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom the Officer is authorized to mail such process or a true copy thereof.
- If this clause is attached to a contract of reinsurance the terms insurance and Assured shall mean reinsurance and Reassured respectively.



APPLICABLE LAW (U.S.A.)

This Insurance shall be subject to the applicable state law to be determined by the court of competent jurisdiction as determined by the provisions of the Service of Suit Clause (U.S.A.)

SANCTION LIMITATION AND EXCLUSION CLAUSE

No insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

JC2010/014 11 August 2010



INLAND CARGO TRANSPORTATION – ALL RISKS FORM

1. PERILS INSURED

This Policy insures against all risks of direct physical loss or damage except as herein provided.

2. PERILS EXCLUDED

This Policy does not insure against:

- (a) loss or damage by theft resulting from infidelity or any dishonest act of the Insured, the Insured's employees or agents or any person or persons to whom the insured property is entrusted (bailees for hire excepted);
- (b) loss or damage resulting from inadequate packing, improper preparation for shipment or unexplained shortage;
- (c) rough handling unless under the care, custody and control of a common carrier;
- (d) loss or damage caused by the coming together of trucks or railroad cars during coupling or uncoupling operations
- (e) The striking of any portion of the roadbed or rails or ties or railroads of any type or contact with a stationary object during loading or unloading operations.

3. PROPERTY INSURED

This Policy insures property as described herein, the property of the Insured or for which the Insured is responsible or sold but not delivered.

4. PROPERTY EXCLUDED

This Policy does not insure:

- (a) The following property unless endorsed hereon:
jewelry, precious/valuable stones, precious/valuable metals, bank notes, securities, valuable papers, dangerous goods, antiques, asbestos tiles, furs, live animals, birds, reptiles and fish, microprocessor chips, new cell phones, telephone calling cards, damaged product, tobacco, blood, serums
- (b) shipments by mail or parcel post, shipments that have been either refused or are returned by the receiver thereof unless returned at the direction of the Insured and such shipments are declared to the Insurer for the purpose of computing premium as provided for herein;
- (c) sample(s) while in the care or control of the Insured's sales representatives.

5. LIMITS OF LIABILITY

The Insurer shall not be liable for more than the amounts stated in the certificate of insurance including salvage charges or other expenses or all combined in any one loss or series of losses arising from the same event, in respect of property in the custody of:

- (a) Railroads, Railway Express and Freight Forwarders, and/or
- (b) Public or Private Truckmen, and/or
- (c) Vehicles owned, hired, leased or operated by the Insured, and/or
- (d) Regularly scheduled or operated Airlines

6. VALUATION AND LOSS SETTLEMENT

The insured property is agreed to be valued in the event of loss or damage, at the actual invoice cost including prepaid freight together with such costs and charges since shipment as may have accrued and become legally due thereon and all premiums under this policy shall be paid on this basis. This invoice cost to be declared as per the Certificate of Insurance issued. In the event of there being no invoice, the valuation of the property insured shall be the cash market value of the insured property at point of destination on the day of the loss.



7. CARRIERS RECEIPTS

It is agreed that the Insured may, without prejudice to this insurance, accept such bills of lading, carriers receipts or contracts of carriage as are ordinarily issued by carriers, containing a limitation as to the value of goods and/or merchandise.

8. RECORDS

It is warranted by the Insured that a detailed record of all property at risk hereunder will be maintained. This record shall be open for inspection by duly authorized representatives of the Insurer at all reasonable times during the policy period and for one year thereafter.

9. LABELS

In the event of loss affecting labels, capsules or wrappers, the loss shall be adjusted on the basis of an amount sufficient to pay the cost to the Insured of new labels, capsules or wrappers, and of relabeling or rewrapping the property.

10. OTHER INSURANCE

Where there is other valid and collectible insurance providing indemnity for loss for which this policy provides indemnity this Insurer shall be liable only for its ratable proportion of the loss.

11. DURATION

This insurance attaches from the time the goods leave the factory, store, or warehouse at initial point of shipment and covers thereafter continuously in normal course of transportation until same are delivered at store or warehouse at destination, but in no case shall the duration of transit exceed 30 days.

12. INSTITUTE RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE

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

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

13. LOCKED VEHICLE WARRANTY

Warranted by the Insured that any vehicle in which the property insured is carried is equipped with a fully enclosed metal body or compartment and the Insurer shall be liable in case of loss by theft from an unattended vehicle only as a direct result of forcible entry (of which there shall be visible evidence) into such body or compartment the doors and windows of which shall have been securely locked.

This clause does not apply to property which is under the control of a common carrier.

14. 8:00 P.M. TO 8:00 A.M. CLAUSE

Notwithstanding anything contained herein, it is further understood and agreed that with respect to the Insured's owned or leased vehicles, this policy shall not cover theft from unattended vehicles and/or terminals between the hours of 8:00 P.M. and 8:00 A.M., and it shall be an absolute defense hereunder against any claim for theft, that the property was contained in an unattended automobile or vehicle during said period of 8:00 P.M. and 8:00 A.M. where there is any lack of definite evidence as to the actual point of time when the theft occurred. Vehicles shall only be considered as attended if, at the time any loss occurs, said vehicle is attended by a representative of the Insured, or a permanent employee of the Insured, or by any adult whose sole duty is to attend the vehicle, and such representative, employee or adult is in or upon the vehicle at the time such loss occurs.

This clause does not apply to property which is under the control of a common carrier.

15. CO-INSURANCE - 100%

The liability of the Company under this policy shall not exceed the Limit of Liability stated in the Policy. If at the time of any loss, destruction or damage to the property at risk be collectively of greater value than the Limit of Liability the Insured shall be considered as being his own Insurer for the difference and shall bear a ratable share of the loss, destruction or damage accordingly.

16. NOTICE TO AUTHORITIES

Where the loss is due to malicious mischief, burglary, robbery, theft, or attempt thereof, or is suspected to be so due, the Insured shall give immediate notice thereof to the police or other authorities having jurisdiction.

17. NO BENEFIT TO BAILEE

It is warranted by the Insured that this insurance shall not inure directly or indirectly to the benefit of any carrier or other bailee.

18. PAIR AND SET

In the case of the loss of or damage to any article or articles, whether scheduled or unscheduled, which are a part of a set, the measure of loss of or damage to such article or articles shall be a reasonable and fair proportion of the total value of the set, but in no event shall such loss or damage be construed to mean total loss of set.

19. PARTS

In the case of loss of or damage to any part of the insured property whether scheduled or unscheduled consisting, when complete to use, of several parts, the Insurer is not liable for more than the insured value of the part lost or damaged, including the cost of installation.

20. SUE AND LABOR

It is the duty of the Insured in the event that any property insured hereunder is lost to take all reasonable steps in and about the recovery of such property. The Insurer shall contribute pro-rata towards any reasonable and proper expenses in connection with the foregoing according to the respective interests of the parties.

21. BASIS OF SETTLEMENT

Unless otherwise provided, the Insurer is not liable beyond the insured value on the certificate of insurance at the time any loss or damage occurs and the loss or damage shall be ascertained or estimated according to such insured value on the certificate of insurance with proper deduction for depreciation, however caused, and shall in no event exceed what it would then cost to repair or replace the same with material of like kind and quality.

22. SUBROGATION

The Insurer, upon making any payment or assuming liability therefore under this Policy, shall be subrogated to all rights of recovery of the Insured against any person, and may bring action in the name of the Insured to enforce such rights. Where the net amount recovered after deducting the costs of recovery is not sufficient to provide a complete indemnity of the loss or damage suffered, that amount shall be divided between the Insurer and the Insured in the proportions in which the loss or damage has been borne by them respectively.

23. SEVERAL LIABILITY NOTICE

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

24. ABSOLUTE ASBESTOS - EXCLUSIONS

Notwithstanding anything to the contrary contained in this policy, it is hereby understood and agreed that this policy shall not apply to bodily injury or personal injury or loss of, damage to or loss of use of property directly or indirectly caused by asbestos.

25. CONFORMITY TO STATUTES

If any terms of this Policy are in conflict with any specific statutory provision in the Province where this Policy is issued, the Policy is hereby amended to conform to any such statutory provision.

26. LEGALITY

It is understood and agreed that this Policy of insurance does not cover in respect to Cargo carried in contravention of any statute of a province of Canada or state in the U.S.A.

27. ENGLISH TEXT CLAUSE

The Insured declares and covenants with the Insurer that the Policy of insurance has been drawn in the English language and to enable these coverages to be underwritten by the markets offering the requisite facilities, and to permit usage of the necessary clauses in the language of customary issuance and interpretation thereby to avoid confusion, misinterpretation and/or disparity of coverage, as could otherwise be detrimental to his interests.

L'assuré(e) déclare et convient avec l'Assureur que la présente Police d'assurance a été rédigée dans la langue anglaise afin de permettre que ces couvertures soient souscrites par les Marchés offrant les facilités requises et afin de permettre l'usage des clauses nécessaires dans la langue de leur publication et interprétation coutumière, évitant ainsi la confusion, l'erreur d'interprétation et/ou la disparité de couverture qui pourraient autrement être préjudiciables à ses intérêts.

INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE

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

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
 - 1.1 ionizing 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.

MARINE CYBER EXCLUSION CLAUSE

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

1. In no case shall this insurance cover any loss, damage, liability or expense directly or indirectly caused by, contributed to by or arising from:
 - 1.1 the failure, error or malfunction of any computer, computer system, computer software program, code, or process or any other electronic system, or
 - 1.2 the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system.

COMMUNICABLE DISEASE EXCLUSION (CARGO)

3. 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.
4. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 2.4 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
 - 2.5 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
 - 2.6 the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.

JC2020-011 17 April 2020

STATUTORY CONDITIONS

1. MISREPRESENTATION

If a person applying for insurance falsely describes the property to the prejudice of the Insurer or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the Insurer in order to enable it to judge of the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.

2. PROPERTY OF OTHERS

Unless otherwise specifically stated in the contract, the Insurer is not liable for loss or damage to property owned by any person other than the Insured, unless the interest of the Insured therein is stated in the contract.

3. CHANGE OF INTEREST

The Insurer is liable for loss or damage occurring after an authorized assignment under the Bankruptcy Act or change of title by succession, by operation of law, or by death.

4. MATERIAL CHANGE

Any change material to the risk and within the control and knowledge of the Insured avoids the contract as to the part affected thereby, unless the change is promptly notified in writing to the Insurer or its local agent, and the Insurer when so notified may return the unearned portion, if any, of the premium paid and cancel the contract, or may notify the Insured in writing that, if he desires the contract to continue in force, he must, within fifteen days of the receipt of the notice, pay to the Insurer an additional premium, and in default of such payment the contract is no longer in force and the Insurer shall return the unearned portion, if any, of the premium paid.

5. TERMINATION

- (1) This contract may be terminated,
 - (a) by the Insurer giving to the Insured fifteen days notice of termination by registered mail or five days' written notice of termination personally delivered;
 - (b) by the Insured at any time on request.
- (2) Where this contract is terminated by the Insurer,
 - (a) the Insurer shall refund the excess of premium actually paid by the Insured over the pro rata premium for the expired time, but, in no event, shall the pro rata premium for the expired time be deemed to be less than any minimum retained premium specified; and
 - (b) the refund shall accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable.
- (3) Where this contract is terminated by the Insured, the Insurer shall refund as soon as practicable the excess of premium actually paid by the Insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.
- (4) The refund may be made by money, postal or express company money order or cheque payable at par.
- (5) The fifteen days mentioned in clause (a) of sub-condition 1 of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.

6. REQUIREMENTS AFTER LOSS

- (1) Upon the occurrence of any loss of or damage to the insured property, the Insured shall, if the loss or damage is covered by the contract, in addition to observing the requirements of Conditions 9, 10, and 11,
 - (a) forthwith give notice thereof in writing to the Insurer;
 - (b) deliver as soon as practicable to the Insurer a proof of loss verified by a statutory declaration,
 - (i) giving a complete inventory of the destroyed and damaged property and showing in detail quantities, costs, actual cash value and particulars of amount of loss claimed,
 - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the Insured knows or believes,
 - (iii) stating that the loss did not occur through any willful act or neglect or the procurement, means or connivance of the Insured,
 - (iv) showing the amount of other insurances and the names of other Insurers,
 - (v) showing the interest of the Insured and of all others in the property with particulars of all liens, encumbrances and other charges upon the property,
 - (vi) showing any changes in title, use, occupation, location, possession, or exposures of the property since the issue of the contract,
 - (vii) showing the place where the property insured was at the time of loss;
 - (c) if required, give a complete inventory of undamaged property and showing in detail quantities, cost, actual cash value;
 - (d) if required and if practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices, and other vouchers verified by statutory declaration, and furnish a copy of the written portion of any other contract.
- (2) The evidence furnished under Clauses (c) and (d) of sub-paragraph (1) of this condition shall not be considered proofs of loss within the meaning of Conditions 12 and 13.

7. FRAUD

Any fraud or willfully false statement in a statutory declaration in relation to any of the above particulars, vitiates the claim of the person making the declaration.

8. WHO MAY GIVE NOTICE AND PROOF

Notice of loss may be given and proof of loss may be made by the agent of the Insured named in the contract in case of absence or inability of the Insured to give the notice or make the proof, and absence or inability being satisfactorily accounted for or in the like case, or if the Insured refuses to do so, by a person to whom any part of the insurance money is payable.

9. SALVAGE

- (1) The Insured, in the event of any loss or damage to any property insured under the contract, shall take all reasonable steps to prevent further damage to such property so damaged and to prevent damage to other property insured hereunder including, if necessary, its removal to prevent damage or further damage thereto.
- (2) The Insurer shall contribute pro-rata towards any reasonable and proper expenses in connection with steps taken by the Insured and required under sub-paragraph (1) of this condition according to the respective interests of the parties.

10. ENTRY, CONTROL, ABANDONMENT

After loss or damage to insured property, the Insurer has an immediate right of access and entry by accredited agents sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and after the Insured has secured the property, a further right of access and entry sufficient to enable them to make appraisalment or particular estimate of the loss or damage, but the Insurer is not entitled to the control or possession of the insured property, and without the consent of the Insurer there can be no abandonment to it of insured property.

11. APPRAISAL

In the event of disagreement as to the value of the property insured, the property saved or the amount of the loss, those questions shall be determined by appraisal as provided under The Insurance Act before there can be any recovery under this contract whether the right to recover on the contract is disputed or not, and independently of all other questions. There shall be no right to an appraisal until a specific demand therefore is made in writing and until after proof of loss has been delivered.

12. WHEN LOSS PAYABLE

The loss is payable within sixty days after completion of the proof of loss, unless the contract provides for a shorter period.

13. REPLACEMENT

- (1) The Insurer, instead of making payment, may repair, rebuild, or replace the property damaged or lost, giving written notice of its intention so to do within thirty days after receipt of the proofs of loss.
- (2) In that event the Insurer shall commence to so repair, rebuild, or replace the property within forty-five days after receipt of the proofs of loss, and shall thereafter proceed with all due diligence to the completion thereof.

14. ACTION

Every action or proceeding against the Insurer for the recovery of any claim under or by virtue of this contract is absolutely barred unless commenced within one year next after the loss or damage occurs.

15. NOTICE

Every action or proceeding against the Insurer for the recovery of any claim under or by virtue of this contract is absolutely barred unless commenced within one year next after the loss or damage occurs.

TERMINATION OF TRANSIT CLAUSE (TERRORISM)

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

1. Notwithstanding any provision to the contrary contained in this Policy or the Clauses referred to therein, it is agreed that in so far as this Policy covers loss of or damage to the subject-matter insured caused by any terrorist or any person acting from a political motive, such cover is conditional upon the subject-matter insured being in the ordinary course of transit and, in any event, **SHALL TERMINATE:**

either

- 1.1 As per the transit clauses contained within the Policy,

or

- 1.2 on delivery to the Consignee's or other final warehouse or place of storage at the destination named herein,
- 1.3 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either for storage other than in the ordinary course of transit or for allocation or distribution,

or

- 1.4 in respect of marine transits, on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge,
- 1.5 in respect of air transits, on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge,

whichever shall first occur.

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

Except as otherwise stated in this Endorsement, all terms, provisions and conditions of the Policy shall have full force and effect.

INSTITUTE SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of the Underwriters severally subscribing this insurance (the Underwriters) to pay any amount claimed to be due hereunder, the Underwriters, at the request of the Assured, will submit to the jurisdiction of a court of competent jurisdiction within the United States of America.

Notwithstanding any provision elsewhere in this insurance relating to jurisdiction, it is agreed that the Underwriters have the right to commence an action in any court of competent jurisdiction in the United States of America, and nothing in this clause constitutes or should be understood to constitute a waiver of the Underwriters' rights to remove an action to a United States Federal District Court or to seek remand therefrom or to seek a transfer of any suit to any other court of competent jurisdiction as permitted by the laws of the United States of America or any state therein.

Subject to the Underwriters' rights set forth above:

- (a) It is further agreed that the Assured may serve process upon any senior partner in the firm of:
Lloyd's America, Inc. Attention: Legal Department, 280 Park Avenue, East Tower, 25th Floor, New York, NY 10017
and that in any suit instituted against any one of them upon this contract the Underwriters will abide by the final decision of the Court or of any Appellate Court in the event of an appeal.
- (b) The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon the Underwriters' behalf in the event such a suit shall be instituted.
- (c) The right of the Assured to bring suit as provided herein shall be limited to a suit brought in its own name and for its own account. For the purpose of suit as herein provided the word Assured includes any mortgagee under a ship mortgage which is specifically named as a loss payee in this insurance and any person succeeding to the rights of any such mortgagee.
- (d) Further, pursuant to any statute of any state, territory or district of the United States of America which makes provision therefor, Underwriters hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office (the Officer), as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom the Officer is authorized to mail such process or a true copy thereof.
If this clause is attached to a contract of reinsurance the terms insurance and Assured shall mean reinsurance and Reassured respectively.

APPLICABLE LAW (U.S.A.)

This Insurance shall be subject to the applicable state law to be determined by the court of competent jurisdiction as determined by the provisions of the Service of Suit Clause (U.S.A.)

SANCTION LIMITATION AND EXCLUSION CLAUSE

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

JC2010/04
11 August 2010

RISKS COVEREDRisks

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 willful misconduct of the Assured
 - 4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
 - 4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured 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 labor disturbances, riots or civil commotions
 - 7.2 resulting from strikes, lock-outs, labor 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 organization 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.

MINIMIZING 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 minimizing 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 dispatch 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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CL382 01/01/2009

1/1/09

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

RISKS COVERED

Risks

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

Salvage Charges

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

EXCLUSIONS

3. In no case shall this insurance cover
- 3.1 loss damage or expense attributable to willful 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 labor disturbances, riots or civil commotions
 - 5.2 resulting from strikes, lock-outs, labor 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 organization 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.

MINIMIZING 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 minimizing 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 dispatch 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.

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CL387 01/01/2009

QUALIFYING VESSELS

1. This insurance and the marine transit rates as agreed in the policy or open cover apply only to cargoes and/or interests carried by mechanically self-propelled vessels of steel construction classed with a Classification Society which is:
 - 1.1 a Member or Associate Member of the International Association of Classification Societies (IACS*), or
 - 1.2 a National Flag Society as defined in Clause 4 below, but only where the vessel is engaged exclusively in the coastal trading of that nation (including trading on an inter-island route within an archipelago of which that nation forms part).

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

AGE LIMITATION

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

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

 - 2.1 have been used for the carriage of general cargo on an established and regular pattern of trading between a range of specified ports, and do not exceed 25 years of age, or
 - 2.2 were constructed as containerships, vehicle carriers or double-skin open-hatch gantry crane vessels (OHGCs) and have been continuously used as such on an established and regular pattern of trading between a range of specified ports, and do not exceed 30 years of age.

CRAFT CLAUSE

3. The requirements of this Clause do not apply to any craft used to load or unload the vessel within the port area.

NATIONAL FLAG SOCIETY

4. A National Flag Society is a Classification Society which is domiciled in the same country as the owner of the vessel in question which must also operate under the flag of that country.

PROMPT NOTICE

5. **Where this insurance requires the assured to give prompt notice to the Underwriters, the right to cover is dependent upon compliance with that obligation.**

LAW AND PRACTICE

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

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

CL354

1 January 2001

1/1/09

**INSTITUTE STRIKES CLAUSES
(CARGO)**

RISKS COVERED

Risks

1. This insurance covers, except as excluded by the provisions of Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by
 - 1.1 strikers, locked-out workmen, or persons taking part in labor 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 organization 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 willful 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 labor of any description whatsoever resulting from any strike, lockout, labor disturbance, riot or civil commotion
 - 3.8 any claim based upon loss of or frustration of the voyage or adventure
 - 3.9 loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - 3.10 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.
4.
 - 4.1 In no case shall this insurance cover loss damage or expense arising from
 - 4.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein
 - 4.1.2 unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out
prior to attachment of this insurance or
by the Assured or their employees and they are privy to such unfitness at the time of loading.
 - 4.2 Exclusion 4.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
 - 4.3 The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

DURATION

Transit Clause

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

Termination of Contract of Carriage

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

Change of Voyage

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

CLAIMS

Insurable Interest

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

Increased Value

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

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

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

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

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

BENEFIT OF INSURANCE

10. This insurance

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

MINIMIZING 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 minimizing 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 dispatch in all circumstances within their control.

LAW AND PRACTICE

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

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

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RISKS COVEREDRisks

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 labor 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 organization 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 willful 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 labor of any description whatsoever resulting from any strike, lockout, labor 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.

DURATIONTransit 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.

MINIMIZING 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 minimizing 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 dispatch 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.

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CL389 01/01/2009

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

1. This insurance covers, except as excluded by the provisions of Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by
 - 1.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
 - 1.2 capture seizure arrest restraint or detainment, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat
 - 1.3 derelict mines torpedoes bombs or other derelict weapons of war.

General Average

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

EXCLUSIONS

3. In no case shall this insurance cover
 - 3.1 loss damage or expense attributable to willful 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.

DURATIONTransit 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,
- 5.1.3 *subject to prompt notice to the Insurers and to an additional premium*, such insurance reattaches when, without having discharged the subject-matter insured at the final port or place of discharge, the vessel sails therefrom, and
- 5.1.4 terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that part is thereafter discharged from the vessel at the final (or substituted) port or place of discharge, or
- on expiry of 15 days counting from midnight of the day of re-arrival of the vessel at the final port or place of discharge or arrival of the vessel at a substituted port or place of discharge, whichever shall first occur.
- 5.2 If during the insured voyage the overseas vessel arrives at an intermediate port or place to discharge the subject-matter insured for on-carriage by overseas vessel or by aircraft, or the subject-matter insured is discharged from the vessel at a port or place of refuge, then, subject to 5.3 below and to an additional premium if required, this insurance continues until the expiry of 15 days counting from midnight of the day of arrival of the vessel at such port or place, but thereafter reattaches as the subject-matter insured and as to any part as that part is loaded on an on-carrying overseas vessel or aircraft. During the period of 15 days the insurance remains in force after discharge only whilst the subject-matter insured and as to any part as that part is at such port or place. If the subject-matter insured is on-carried within the said period of 15 days or if the insurance reattaches as provided in this Clause 5.2
- 5.2.1 where the on-carriage is by overseas vessel this insurance continues subject to the terms of these Clauses, or
- 5.2.2 where the on-carriage is by aircraft, the current Institute War Clauses (Air Cargo) (excluding sendings by Post) shall be deemed to form part of the contract of insurance and shall apply to the on-carriage by air.
- 5.3 If the voyage in the contract of carriage is terminated at a port or place other than the destination agreed therein, such port or place shall be deemed the final port of discharge and this insurance terminates in accordance with 5.1.2. If the subject-matter insured is subsequently reshipped to the original or any other destination, then *provided notice is given to the Insurers before the commencement of such further transit and subject to an additional premium*, this insurance reattaches
- 5.3.1 in the case of the subject-matter insured having been discharged, as the subject-matter insured and as to any part as that part is loaded on the on-carrying vessel for the voyage;
- 5.3.2 in the case of the subject-matter not having been discharged, when the vessel sails from such deemed final port of discharge;
- thereafter this insurance terminates in accordance with 5.1.4.
- 5.4 The insurance against the risks of mines and derelict torpedoes, floating or submerged, is extended whilst the subject-matter insured or any part thereof is on craft whilst in transit to or from the overseas vessel, but in no case beyond the expiry of 60 days after discharge from the overseas vessel unless otherwise specially agreed by the Insurers.
- 5.5 *Subject to prompt notice to Insurers, and to an additional premium if required*, this insurance shall remain in force within the provisions of these Clauses during any deviation, or any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.
- (For the purpose of Clause 5
- "arrival" shall be deemed to mean that the vessel is anchored, moored or otherwise secured at a berth or place within the Harbor Authority area. If such a berth or place is not available, arrival is deemed to have occurred when the vessel first anchors, moors or otherwise secures either at or off the intended port or place of discharge
- "overseas vessel" shall be deemed to mean a vessel carrying the subject-matter from one port or place to another where such voyage involves a sea passage by that vessel)

Change of Voyage

6. 6.1 Where, after attachment of this insurance, the destination is changed by the Assured, *this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.*
- 6.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 5.1), but, without the knowledge of the Assured or their employees the ship sails for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.
7. **Anything contained in this contract which is inconsistent with Clauses 3.7, 3.8 or 5 shall, to the extent of such inconsistency, be null and void.**

CLAIMS

Insurable Interest

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

Increased Value

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

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

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

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

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

BENEFIT OF INSURANCE

10. This insurance

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

MINIMIZING 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 minimizing 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 dispatch 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.

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

RISKS COVEREDRisks

1. This insurance covers, except as excluded by the provisions of Clause 3 below, loss of or damage to the subject-matter insured caused by
 - 1.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
 - 1.2 capture seizure arrest restraint or detainment, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat
 - 1.3 derelict mines torpedoes bombs or other derelict weapons of war.

Salvage Charges

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

EXCLUSIONS

3. In no case shall this insurance cover
 - 3.1 loss damage or expense attributable to willful 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.

DURATIONTransit 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.

MINIMIZING 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 minimizing 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 dispatch in all circumstances within their control.

LAW AND PRACTICE

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

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

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CL388 01/01/2009

INSTITUTE FROZEN FOOD CLAUSES (A) (Excluding Frozen Meat)

RISKS COVERED

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|-------|---|---|
| 1. | This insurance covers, except as provided in Clauses 4, 5, 6 and 7 below. | Risks
Clause |
| 1.1 | all risks of loss of or damage to the subject-matter insured, other than loss or damage resulting from any variation in temperature caused, howsoever | |
| 1.2 | loss of or damage to the subject-matter insured resulting from any variation in temperature attributable to | |
| 1.2.1 | breakdown of refrigerating machinery resulting in its stoppage for a period of not less than 24 consecutive hours | |
| 1.2.2 | fire or explosion | |
| 1.2.3 | vessel or craft being stranded grounded sunk or capsized | |
| 1.2.4 | overturning or derailment of land conveyance | |
| 1.2.5 | collision or contact of vessel craft or conveyance with any external object other than water | General
Average
Clause |
| 1.2.6 | discharge of cargo at a port of distress. | |
| 2. | This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance. | "Both to
Blame
Collision"
Clause |
| 3. | This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim. | General
Exclusions
Clause |

EXCLUSIONS

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| 4. | In no case shall this insurance cover | |
| 4.1 | loss damage or expense attributable to willful misconduct of the Assured | |
| 4.2 | ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured | |
| 4.3 | loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "Packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants) | |
| 4.4 | loss damage or expense caused by inherent vice or nature of the subject-matter insured (except loss damage or expense resulting from variation in temperature specifically covered under Clause 1.2 above) | |
| 4.5 | loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above) | |
| 4.6 | loss damage or expense arising from insolvency or financial default of the owners managers charters or operators of the vessel | |
| 4.7 | loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter | |
| 4.8 | loss damage or expense arising from any failure of the Assured or their servants to take all reasonable precautions to ensure that the subject-matter insured is kept in refrigerated or, where appropriate, properly insulated and cooled space | Unseaworthiness
and Unfitness
Exclusion
Clause |
| 4.9 | any loss damage or expense otherwise recoverable hereunder unless prompt notice thereof is given to the Underwriters and, in any event, not later than 30 days after the termination of this insurance. | |
| 5. | 5.1 In no case shall this insurance cover loss of or damage or expense arising from unseaworthiness of vessel or craft, unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein. | War
Exclusion
Clause |
| | 5.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness. | |
| 6. | In no case shall this insurance cover loss of or damage or expense caused by | Strikes
Exclusion
Clause |
| 6.1 | war, civil war, revolution rebellion insurrection or civil strife arising therefrom, or any hostile act by or against a belligerent power | |
| 6.2 | capture seizure arrest restraint or detainment (piracy excepted) and the consequences thereof or any attempt thereat | |
| 6.3 | derelict mines torpedoes bombs or other derelict weapons of war. | |
| 7. | In no case shall this insurance cover loss damage or expense | Transit
Clause |
| 7.1 | caused by strikers, locked-out workmen, or persons taking part in labor disturbances, riots or civil commotions | |
| 7.2 | resulting from strikes, lock-outs, labor disturbances, riots or civil commotions | |
| 7.3 | any terrorist or any person acting from a political motive. | |

DURATION

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| 8. | 8.1 | This insurance attached from the time the goods are loaded into the conveyance at freezing works or cold store at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either |
| | 8.1.1 | on delivery to the cold store or place of storage at the destination named herein, |
| | 8.1.2 | on delivery to any other cold store or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either |
| | 8.1.2.1 | for storage other than in the ordinary course of transit or |
| | 8.1.2.2 | for allocation or distribution, |
| | | or |
| | 8.1.3 | on the expiry of 5 days after discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge, whichever shall first occur. |
| | 8.2 | If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination. |
| | 8.3 | This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment. |

9.	If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 8 above, then this insurance shall also terminate unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either		Termination Of Contract of Carriage Clause
9.1	until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,		
	or		
9.2	if the goods are forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.		
10.	Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.		Change of Voyage Clause
CLAIMS			Insurable Interest Clause
11.	11.1	In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.	
	11.2	Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.	
12.	Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder.		Forwarding Charges Clause
	This clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.		Constructive Total Loss Clause
13.	No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of it actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival.		Increased Value Clause
14.	14.1	If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurance covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.	
	14.2	Where this insurance is on Increased Value the following clause shall apply: The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.	
BENEFIT OF INSURANCE			Not to Inure Clause
15.	This insurance shall not inure to the benefit of the carrier or other bailee.		
MINIMIZING LOSSES			
16.	It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder		
	16.1	to take such measures as may be reasonable for the purpose of averting or minimizing such loss, and	Duty of Assured Clause
	16.2	to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.	
17.	Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.		Waiver Clause
AVOIDANCE OF DELAY			Reasonable Dispatch Clause
18.	It is a condition of this insurance that the Assured shall act with reasonable dispatch in all circumstances within their control.		
LAW AND PRACTICE			English Law & Practice Clause
19.	This insurance is subject to English law and practice.		

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

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

INSTITUTE FROZEN MEAT CLAUSES (A) – 24 Hours Breakdown

(not suitable for chilled, cooled or fresh meat)

RISKS COVERED

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| <p>1. This insurance covers, except as provided in Clauses 4, 5, 6 and 7 below.</p> <p>1.1 all risks of loss of or damage to the subject-matter insured, other than loss or damage resulting from any variation in temperature howsoever caused,</p> <p>1.2 loss of or damage to the subject-matter insured resulting from any variation in temperature attributable to</p> <p>1.2.1 breakdown of refrigerating machinery resulting in its stoppage for a period of not less than 24 consecutive hours</p> <p>1.2.2 fire or explosion</p> <p>1.2.3 vessel or craft being stranded grounded sunk or capsized</p> <p>1.2.4 overturning or derailment of land conveyance</p> <p>1.2.5 collision or contact of vessel craft or conveyance with any external object other than water</p> <p>1.2.6 discharge of cargo at a port of distress.</p> | <p>Risks
Clause</p> |
| <p>2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance.</p> | <p>General
Average
Clause</p> |
| <p>3. This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim.</p> | <p>"Both to
Blame
Collision"
Clause</p> |

EXCLUSIONS

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| <p>4. In no case shall this insurance cover</p> <p>4.1 loss damage or expense attributable to willful misconduct of the Assured</p> <p>4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured</p> <p>4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "Packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)</p> <p>4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured (except loss damage or expense resulting from variation in temperature specifically covered under Clause 1.2 above)</p> <p>4.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)</p> <p>4.6 loss damage or expense caused by insolvency or financial default of the owners managers charters or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage.
This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract</p> <p>4.7 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter</p> <p>4.8 loss damage or expense on shore caused directly or indirectly by earthquake, volcanic eruption and/or fire resulting therefrom</p> <p>4.9 loss damage or expense arising from any failure of the Assured or their servants to take all reasonable precautions to ensure that the subject-matter insured is kept in refrigerated or, where appropriate, properly insulated and cooled space.</p> | <p>General
Exclusions
Clause</p> |
| <p>5. 5.1 In no case shall this insurance cover loss of or damage or expense arising from</p> <p>5.1.1 unseaworthiness of vessel or craft, or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.</p> <p>5.1.2 Unfitness of container liftvan or land conveyance for the safe carriage of the subject-matter insured, where loading therein is carried out prior to attachment of this insurance or by the Assured or their servants.</p> <p>5.2 Where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract, exclusion 5.1.1 above shall not apply.</p> <p>5.3 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject matter insured to destination.</p> | <p>Unseaworthiness
and Unfitness
Exclusion
Clause</p> |
| <p>6. In no case shall this insurance cover loss of or damage or expense caused by</p> <p>6.1 war, civil war, revolution rebellion insurrection or civil strife arising therefrom, or any hostile act by or against a belligerent power</p> <p>6.2 capture seizure arrest restraint or detention (piracy excepted) and the consequences thereof or any attempt thereat</p> <p>6.3 derelict mines torpedoes bombs or other derelict weapons of war.</p> | <p>War
Exclusion
Clause</p> |
| <p>7. In no case shall this insurance cover loss damage or expense</p> <p>7.1 caused by strikers, locked-out workmen, or persons taking part in labor disturbances, riots or civil commotions</p> <p>7.2 resulting from strikes, lock-outs, labor disturbances, riots or civil commotions</p> <p>7.3 any terrorist or any person acting from a political motive.</p> | <p>Strikes
Exclusion
Clause</p> |

DURATION

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|--|---------------------------|
| <p>8. 8.1 This insurance attached from the time</p> <p>8.1.1 the goods pass into the cooling and/or freezing chambers of the works at the place named herein, provided that the period in such chambers prior to shipment on board the oversea vessel shall not exceed 60 days unless prompt notice be given to the Underwriters and an additional premium paid for each further period of 30 days or part thereof.</p> <p>8.1.2 the goods are loaded into the conveyance at the freezing works or cold storage at the place named herein for the commencement of the transit.</p> <p>8.1.3 of loading of the goods into the oversea vessel.</p> | <p>Transit
Clause</p> |
|--|---------------------------|

**DELETE
SECTIONS
NOT
APPLICABLE**

8.2	If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.	
8.3	This insurance terminates	
8.3.1	for transit to a destination in the Continent of Europe (including Erie and the United Kingdom), U.S.A. or Canada on the expiry of 30 days	
8.3.2	for transit to a destination elsewhere on the expiry of 5 days	
	after final discharge of the goods from the oversea vessel at the point of discharge.	
8.4	Any disposal of the goods other than by storage as in 8.2.1 or 8.2.2 above (except with the prior consent of the Underwriters) or any removal from cold storage before the expiry of the relevant period in 8.3.1 or 8.3.2 above shall terminate the insurance on such goods.	
8.5	If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.	
8.6	This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during	
delay	beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.	
9.	If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 8 above, then this insurance shall also terminate <i>unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters</i> , either	Termination Of Contract of Carriage Clause
9.1	until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,	
	or	
9.2	if the goods are forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.	
10.	Where, after attachment of this insurance, the destination is changed by the Assured, <i>held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.</i>	Change of Voyage Clause
CLAIMS		
11. 11.1	In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.	Insurable Interest Clause
11.2	Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.	
11.3	Prompt notice of any deterioration loss or damage shall be given to Underwriters upon first discovery and any claim for depreciation or damage is conditional upon Underwriters having been given an opportunity to inspect such depreciation or damage before termination of the insurance.	
12.	Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder. This clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.	Forwarding Charges Clause
13.	No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of it actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival.	Constructive Total Loss Clause
14.	Should the subject-matter insured or any part thereof not be shipped any claim in respect thereto shall be adjusted on the basis of its insured value less, where included, freight, duty and all charges not incurred.	Adjustment Clause
15. 15.1	If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurance covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.	Increased Value Clause
15.2	Where this insurance is on Increased Value the following clause shall apply: The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.	
BENEFIT OF INSURANCE		
16.	This insurance shall not inure to the benefit of the carrier or other bailee.	Not to Inure Clause
MINIMIZING LOSSES		
17.	It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder	
17.1	to take such measures as may be reasonable for the purpose of averting or minimizing such loss, and	Duty of Assured Clause
17.2	to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.	
18.	Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.	Waiver Clause
AVOIDANCE OF DELAY		
19.	It is a condition of this insurance that the Assured shall act with reasonable dispatch in all circumstances within their control.	Reasonable Dispatch Clause



LAW AND PRACTICE

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

English Law
& Practice
Clause

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

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