

SPECIAL CLAUSE FOR GOVERNMENTAL DAMAGE(B)

1) Deliberate Damage – Pollution Hazard:

This insurance is extended to cover, subject to the applicable insuring terms, conditions and warranties set forth elsewhere in this policy, loss of and damage to an insured shipment directly caused by a governmental authority acting for the public welfare to prevent or mitigate a pollution hazard or threat thereof, provided that absent the governmental action, the shipment would have sustained physical loss or damage as a result of the occurrence which prompted the governmental action and would have resulted, subject to the terms, conditions and warranties in this policy, in a claim recoverable under this policy.

2) Deliberate Damage – Services:

This insurance also covers, notwithstanding 'EXCLUSIONS no. 6' specified in the Institute Cargo Clauses (A) (1/1/09) and/or 'EXCLUSIONS no.3' specified in the Institute Cargo Clauses (Air) (excluding sendings by Post) (1/1/09), and subject to all other insuring terms, conditions and warranties set forth elsewhere in this policy, physical loss of and damage to the shipment arising out of the performance of inspection duties by customs service agents or other duly constituted governmental agencies.

3) Limit of Liability

Claims under this clause are limited to the amount listed in the policy any one loss or series of losses arising out of one event and annual aggregate per Assured.