

## 三井住友海上火灾保险(中国)有限公司

### 全球定制保单（含附加险 86 款）001 款

#### 【主险】

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1/1/09

## INSTITUTE CARGO CLAUSES (A)

### RISKS COVERED

#### Risks

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

#### General Average

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

#### "Both to Blame Collision Clause"

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

### EXCLUSIONS

**4 In no case shall this insurance cover**

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

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

**4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance . (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)**

**4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured**

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

**4.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business**

**should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage**

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

**4.7 loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.**

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

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

**5.1.2. unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.**

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

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

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

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

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

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

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

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

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

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

**7.4 caused by any person acting from a political, ideological or religious motive.**

## **DURATION**

**Transit Clause**

**8 8.1 Subject to Clause 11 below, this insurance attaches from the time the subject-matter insured**

is first moved in the warehouse or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either

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

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

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

8.1.4 on the expiry of 60 days after completion of discharge overseas of the subject-matter insured from the overseas vessel at the final port of discharge, whichever shall first occur.

8.2 If, after discharge overseas from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, **this insurance, whilst remaining subject to termination as provided in Clauses 8.1.1 to 8.1.4, shall not extend beyond the time the subject-matter insured is first moved for the purpose of the commencement of transit to such other destination.**

8.3 This insurance shall remain in force (subject to termination as provided for in Clauses 8.1.1 to 8.1.4 above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

#### Termination of Contract of Carriage

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

9.1 until the subject-matter insured is sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the subject-matter insured at such port or place, whichever shall first occur, or

9.2 if the subject-matter insured is forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 8 above.

#### Change of Voyage

10. 10.1 Where, after attachment of this insurance, the destination is changed by the Assured, **this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur**

**prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.**

10.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 8.1), but, without the knowledge of the Assured or their employees the ship sails for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

## **CLAIMS**

### Insurable Interest

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

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

### Forwarding Charges

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

### Constructive Total Loss

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

### Increased Value

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

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

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

**insured.**

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

**BENEFIT OF INSURANCE**

15. This insurance

15.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,

**15.2 shall not extend to or otherwise benefit the carrier or other bailee.**

**MINIMISING LOSSES**

Duty of Assured

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

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

16.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised

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

Waiver

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

**AVOIDANCE OF DELAY**

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

**LAW AND PRACTICE**

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

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

**CL382**

**01/01/2009**

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**INSTITUTE CARGO CLAUSES (B)**

**RISKS COVERED**

## Risks

1. This insurance covers, **except as excluded by the provisions of Clauses 4, 5, 6 and 7 below**,
  - 1.1 loss of or damage to the subject-matter insured reasonably attributable to
    - 1.1.1 fire or explosion
    - 1.1.2 vessel or craft being stranded grounded sunk or capsized
    - 1.1.3 overturning or derailment of land conveyance
    - 1.1.4 collision or contact of vessel craft or conveyance with any external object other than water
    - 1.1.5 discharge of cargo at a port of distress
    - 1.1.6 earthquake volcanic eruption or lightning,
  - 1.2 loss of or damage to the subject-matter insured caused by
    - 1.2.1 general average sacrifice
    - 1.2.2 jettison or washing overboard
    - 1.2.3 entry of sea lake or river water into vessel craft hold conveyance container or place of storage,
  - 1.3 total loss of any package lost overboard or dropped whilst loading on to, or unloading from, vessel or craft.

## General Average

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

## "Both to Blame Collision Clause"

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

## EXCLUSIONS

### **4. In no case shall this insurance cover**

- 4.1. loss damage or expense attributable to wilful misconduct of the Assured**
- 4.2. ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured**
- 4.3. loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)**
- 4.4. loss damage or expense caused by inherent vice or nature of the subject-matter insured**
- 4.5. loss damage or expense caused by delay, even though the delay be caused by a risk**

**insured against (except expenses payable under Clause 2 above)**

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

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

**4.7. deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons**

**4.8. loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.**

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

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

**5.1.2 unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.**

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

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

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

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

**6.2 capture seizure arrest restraint or detainment, and the consequences thereof or any attempt thereat**

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

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

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

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

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

**7.4 caused by any person acting from a political, ideological or religious motive.**

## DURATION

### Transit Clause

8. 8.1 Subject to Clause 11 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either

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

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

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

8.1.4 on the expiry of 60 days after completion of discharge overseas of the subject-matter insured from the overseas vessel at the final port of discharge, whichever shall first occur.

8.2 If, after discharge overseas from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, **this insurance, whilst remaining subject to termination as provided in Clauses 8.1.1 to 8.1.4, shall not extend beyond the time the subject-matter insured is first moved for the purpose of the commencement of transit to such other destination.**

8.3 This insurance shall remain in force (subject to termination as provided for in Clauses 8.1.1 to 8.1.4 above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage. Termination of Contract of Carriage.

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

9.1 until the subject-matter insured is sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the subject-matter insured at such port or place, whichever shall first occur, or

9.2 if the subject-matter insured is forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 8 above.



#### Change of Voyage

10. 10.1 Where, after attachment of this insurance, the destination is changed by the Assured, **this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.**

10.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 8.1), but, without the knowledge of the Assured or their employees the ship sails for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

#### CLAIMS

##### Insurable Interest

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

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

##### Forwarding Charges

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

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

##### Constructive Total Loss

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

##### Increased Value

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

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured

under all other insurances.

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

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

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

### **BENEFIT OF INSURANCE**

15. This insurance

15.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,

**15.2 shall not extend to or otherwise benefit the carrier or other bailee.**

### **MINIMISING LOSSES**

Duty of Assured

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

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

16.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised

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

Waiver

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

### **AVOIDANCE OF DELAY**

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

### **LAW AND PRACTICE**

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

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

**CL383**

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## INSTITUTE CARGO CLAUSES (C)

### RISKS COVERED

#### Risks

1. This insurance covers, **except as excluded by the provisions of Clauses 4, 5, 6 and 7 below,**

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

1.1.1 fire or explosion

1.1.2 vessel or craft being stranded grounded sunk or capsized

1.1.3 overturning or derailment of land conveyance

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

1.1.5 discharge of cargo at a port of distress,

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

1.2.1 general average sacrifice

1.2.2 jettison.

#### General Average

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

#### "Both to Blame Collision Clause"

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

### EXCLUSIONS

**4. In no case shall this insurance cover**

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

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

**4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)**

**4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured**

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

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

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

**4.7 deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons**

**4.8 loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.**

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

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

**5.1.2 unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.**

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

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

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

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

**6.2 capture seizure arrest restraint or detainment, and the consequences thereof or any attempt thereat**

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

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

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

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

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

**7.4 caused by any person acting from a political, ideological or religious motive.**

## DURATION

### Transit Clause

8. 8.1 Subject to Clause 11 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either

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

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

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

8.1.4 on the expiry of 60 days after completion of discharge 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, re-shipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

### Termination of Contract of Carriage

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

9.1 until the subject-matter insured is sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the subject-matter insured at such port or place, whichever shall first occur, or

9.2 if the subject-matter insured is forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 8 above.

#### Change of Voyage

10. 10.1 Where, after attachment of this insurance, the destination is changed by the Assured, **this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.**

10.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 8.1), but, without the knowledge of the Assured or their employees the ship sails for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

### CLAIMS

#### Insurable Interest

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

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

#### Forwarding Charges

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

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

#### Constructive Total Loss

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

#### Increased Value

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

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured

under all other insurances.

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

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

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

**BENEFIT OF INSURANCE**

15. This insurance

15.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,

**15.2 shall not extend to or otherwise benefit the carrier or other bailee.**

**MINIMISING LOSSES**

Duty of Assured

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

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

16.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised

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

Waiver

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

**AVOIDANCE OF DELAY**

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

**LAW AND PRACTICE**

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

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

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## **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 Clause 3, 4 and 5 below.**

#### **EXCLUSIONS**

**3. In no case shall this insurance cover**

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

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

**3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)**

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

**3.5 loss damage or expense arising from unfitness of aircraft conveyance or container for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading. This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.**

**3.6 loss damage or expense caused by delay, even though the delay be caused by a risk insured against**

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

**This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good**



**faith under a binding contract**

**3.8 loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.**

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

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

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

**4.3 derelict mines torpedoes bombs or other derelict weapons of war.**

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

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

**5.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions**

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

**5.4 caused by any person acting from a political, ideological or religious motive.**

**DURATION**

**Transit Clause**

6.

6.1 Subject to Clause 9 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse, premises or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either

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

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

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

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

6.2 If, after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses **6.1.1 to 6.1.4, shall not extend beyond the time the subject-matter insured is first moved for the purpose of the commencement of transit to such other destination.**

6.3 This insurance shall remain in force (subject to termination as provided for in Clauses 6.1.1 to 6.1.4 above and to the provisions of Clause 7 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to the air carriers under the contract of carriage.

### **Termination of Contract of Carriage**

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

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

or

7.2 if the subject-matter insured is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 6 above.

### **Change of Transit**

8.

8.1 Where, after attachment of this insurance, the destination is changed by the Assured, **this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.**

8.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 6.1), but, without the knowledge of the Assured or their employees the aircraft leaves for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

## **CLAIMS**

### **Insurable Interest**

9.

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

**9.2** Subject to Clause 9.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, **unless the Assured were aware of the loss and the Insurers were not.**

#### **Forwarding Charges**

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

**This Clause 10, which does not apply to salvage charges, shall be subject to the exclusions contained in Clauses 3, 4 and 5 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their employees.**

#### **Constructive Total Loss**

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

#### **Increased Value**

12.

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

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

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

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

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

#### **BENEFIT OF INSURANCE**

13. This insurance

13.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,

**13.2 shall not extend to or otherwise benefit the carrier or other bailee.**

## **MINIMISING LOSSES**

### **Duty of Assured**

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

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

and

14.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised

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

### **Waiver**

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

## **AVOIDANCE OF DELAY**

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

## **LAW AND PRACTICE**

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

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

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## **PARCEL POST INSURANCE CLAUSES**

### **I. Scope of Cover**

This insurance is classified into Parcel Post Risks and Parcel Post All Risks and shall, in case of loss or damage to the insured parcel, assume liability according to the conditions of the risks covered as specified in the Policy.

#### **1. Parcel Post Risks**

This insurance shall undertake to indemnify for:

(1) Total or partial loss of the insured parcel caused by:

a) Heavy weather, lightning, tsunami, earthquake, flood;

b) Grounding, stranding, sinking, collision, overturning, derauling, crashing or missing of the carrying conveyance of;

(2) Reasonable cost incurred by the Insured in salvaging the insured parcel or averting or minimizing a loss recoverable under the Policy, **provided that such cost shall not exceed the sum insured of the parcel so saved.**

#### 2. Parcel Post All Risks

Aside from the liability covered under the aforesaid Parcel Post Risks, this insurance shall also indemnify for total or partial loss of the insured arising from external causes in the course of transit.

## II. Exclusions

**This insurance does not cover:**

- 1. Loss or damage caused by the intentional act or fault of the Insured;**
- 2. Loss or damage falling under the liability of the consignor;**
- 3. Loss or damage arising from the inferior quality or shortage of the insured parcel prior to attachment of this insurance;**
- 4. Loss or damage arising from normal loss, inherent vice or nature of the insured parcel, loss of market and/or delay in transit and any expenses arising therefrom;**
- 5. Risks and liabilities covered and excluded by the Parcel Post War Risks Clauses and Strikes, Riot and Civil Commotion Clauses of this Company.**

## III. Commencement and Termination of Cover

This insurance attaches from the time the insured parcel leave the premises or the place of business of the sender for transit to the post office and continue in force until the expiry of fifteen (15) days counting from midnight of the day of issuing of the notice of arrival of the parcel by the post office at the destination named in the policy when the parcel arrive there, or until delivery of the parcel to the premises or place of business of the recipient if such delivery takes place prior to the expiry of the aforesaid fifteen (15) days.

## IV. Duty of the Insured

It is the duty of the Insured to attend to all matters as specified hereunder, failing which the Company reserves the right to reject his claim for any loss if and when such failure prejudice the rights of the Company:

1. The Insured shall take delivery of the insured parcel in good time upon arrival there of at the destination named in the Policy. If the insured parcel are found damaged, the Insured shall immediately apply survey to the surveying and/or settling agent stipulated in the Policy. If the insured parcel are found short in entire parcel or parcels or to show apparent traces of damage, the Insured shall obtain from the post office a certificate of shortage or damage and lodge a claim in writing with the said post office, obtaining, if necessary, its confirmation of an extension of the time limit of validity of such claim.

2. The Insured shall take reasonable measures immediately in salvaging the insured parcel or preventing or minimizing a loss or damage thereto, when they sustain loss or damage covered under this insurance. **The measures so taken by the Insured shall not be considered as a waiver of abandonment hereunder, nor shall they be considered as an acceptance of abandonment**

**in the event that they are taken by the Company.**

3. The following documents should accompany any claim hereunder made against the Company: Original Policy, Postal Receipt, Invoice, Packing List, Weight memo, Certificate of Loss or Damage or Shortage, Survey Report and Statement of Claim. If any third party is involved, documents relative to pursuing of recovery from such party should also be included.

**V. The time of Validity of a Claim**

**The time of validity of a claim under this insurance shall not exceed a period of two years counting from the time of delivery of the insured parcel to the recipient.**

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## **GENERAL TERM AND CONDITIONS**

### **ARTICLE 1. DECLARATION CLAUSE**

The Assured shall make definite declaration of each and every shipment covered by this Open Policy without exception to this Company as soon as the risk covered by this Open Policy attaches, advising all the requisite particulars of the shipment as follows, unless otherwise specifically agreed by this Company:

- (a) Insured Interest  
(description, quantities, marks and numbers)
- (b) Insured Value and Insured Amount
- (c) Insured Voyage
- (d) Name and Sailing Date of Carrying Vessel, Date of Departure of Aircraft
- (e) Conditions of Insurance
- (f) Date of Attachment of Risk

**Notwithstanding the first paragraph of this Article, the Assured shall give notice without fail to this Company in case of the insured value and amount exceeding the limit(s) specified in this Open Policy prior to the attachment of risk.**

Against such declaration, this Company issue a Policy or Certificate of Insurance &/or Debit Note which is necessary for the Assured to make a claim against this Company for any loss or damage happening to the insured interest.

**It is, however, agreed that this Open Policy shall not be prejudiced by any omission of, error and/or delay in making declaration, except for those made intentionally or by gross negligence,** provided prompt notice be given to this Company as soon as the said omission, error and/or delay has become known to the Assured and subject to the adjustment of premium if and as required.

This Company shall have the privilege, at any time during business hours, to inspect the records of the Assured as respects shipments coming within the provisions of this Open Policy.

## **ARTICLE 2. PAYMENT OF PREMIUM CLAUSE**

The Insured shall pay all premiums payable specified in the policy to the Insurer within two weeks after receiving the policy and the according debit note(s).

After the insurance contract is formed, the Insurer shall begin to undertake the risk from the time agreed. Nevertheless, the Insurer shall have the right to decline indemnity or any payment until the Insurer has received all the premiums receivable specified in the policy.

In case that the Insured has not paid all the premiums payable specified in the policy longer than 60 days, the Insurer shall give written notice to the Insured and reserve the right to cancel the policy 30 days thereafter and **demand the Insured bear all the liabilities for breach of contract as well except as agreed otherwise.**

The rate of exchange for converting the premium in foreign currency into USD/RMB is agreed to be the middle Rate quoted by the People's Bank of China, on First working day or last working day of the month which this Company has accepted definite declaration from the Assured.

## **ARTICLE 3. PAYMENT OF CLAIM CLAUSE**

Should the Assured be exempted, as a result of any loss or accident whether caused by the perils insured against or not during the currency of insurance, from paying freight and/or charges or any part thereof which are included in the insured value, the settlement of claim shall be made on the basis of the amount which is equivalent to the insured value with the deduction of freight and/or charges so saved.

In case the payment of claim is to be made abroad, the amount of claim shall be paid in the foreign currency stated in the Policy or Certificate of Insurance issued under this Open Policy.

In case of any claim payable in China, the amount of claim in the foreign currency in which the declaration has been made shall be converted into USD/RMB is agreed to be the middle Rate quoted by the People's Bank of China on the day of Accident date.

## **ARTICLE 4. LIMIT OF LIABILITY CLAUSE**

Notwithstanding anything to the contrary contained in this Open Policy, the sum recoverable, in respect of loss of or damage to and/or sue and labour and other charges for the insured interests loaded and/or to be loaded on any one oversea vessel (or aircraft) sustained or incurred during any one voyage (including connecting transit), **shall not exceed the limit(s) specified in this Open Policy, unless a request is made by the Assured prior to the attachment of the risk or before any known or reported loss or accident, for the increase of such limit(s) and the special agreement thereto of this Company is obtained.**

In settlement of any claim to which this Clause and Article 5. Location Clause are both applicable, the former shall be first applied and then the latter applied.

## **ARTICLE 5. LOCATION CLAUSE**

Should there be an accumulation of the insured interests covered under this Open Policy before loading on board the Oversea vessel

(or aircraft), or after unloading therefrom, the sum recoverable in respect of any one accident or series of accidents (as for earthquakes, accidents happening during the period of 72 consecutive hours to be considered as those arising out of the same event), **shall not exceed the location limit(s) specified in this Open Policy**, unless a request is made by the Assured prior to the happening of loss or accident for the increase of such limit(s), and the special agreement thereto of this Company is obtained.

#### **ARTICLE 6. ALTERATION CLAUSE**

This Company reserves the right to alter rates and/or conditions and/or other items contained in this Open Policy by giving a thirty (30) days' previous notice in writing to the Assured.

Such alteration shall become effective on the expiry of thirty (30) days counting from midnight of the day on which such notice is given by this Company, **but it shall not apply to any shipment by the vessel which shall have sailed from the port of loading (or by the aircraft which shall have taken off the airport of loading) before such alteration becomes effective.**

Nothing in this clause, however, shall affect the War and Strikes risks to be covered under this Open Policy, which shall be subject to the respective Cancellation Clauses contained herein.

#### **ARTICLE 7. DURATION CLAUSE**

This Open Policy shall continue to remain in force until it shall be cancelled by either party giving to the other at the address shown in this Open Policy a thirty (30) days' previous notice in writing of the intention to terminate.

Such cancellation shall become effective on the expiry of thirty (30) days counting from midnight of the day on which such notice is given by or to this Company, **but it shall not apply to any shipment to which the risk shall have attached before such cancellation becomes effective.**

**N.B. Each and every Policy or Certificate of insurance issued under this Open Policy is subject to the terms and conditions of this Open Policy, whether expressly so stated in the Policy or Certificate of Insurance or not, unless otherwise specially agreed by this Company.**

**The word "Assured" stipulated in this Open Policy shall be deemed to include the "Applicant", unless the context requires otherwise.**

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## **INSTITUTE WAR CLAUSES (CARGO)**

### **RISKS COVERED**

Risks



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

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

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

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

General Average

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

### **EXCLUSIONS**

**3. In no case shall this insurance cover**

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

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

**3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)**

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

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

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

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

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

**3.8 loss damage or expense directly or indirectly caused by or arising from any hostile use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.**

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

**4.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of**

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

**4.1.2 unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.**

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

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

## **DURATION**

Transit Clause

5. 5.1 This insurance

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

and

5.1.2 terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that part is discharged from an oversea vessel at the final port or place of discharge, or on expiry of 15 days counting from midnight of the day of arrival of the vessel at the final port or place of discharge,

whichever shall first occur;

nevertheless,

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

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

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

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

whichever shall first occur.

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

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

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

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

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

5.3.2 in the case of the subject-matter not having been discharged, when the vessel sails from such deemed final port of discharge; thereafter this insurance terminates in accordance with 5.1.4.

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

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

(For the purpose of Clause 5

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

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

#### Change of Voyage

6. 6.1 Where, after attachment of this insurance, the destination is changed by the Assured, this must be *notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.*

6.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 5.1), but, without the knowledge of the Assured or their employees the ship sails for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

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

#### CLAIMS

Insurable Interest

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

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

#### Increased Value

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

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

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

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

#### BENEFIT OF INSURANCE

10. This insurance

10.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,

**10.2 shall not extend to or otherwise benefit the carrier or other bailee.**

#### MINIMISING LOSSES

Duty of Assured

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

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

**and**

**11.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised**

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

Waiver

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

abandonment or otherwise prejudice the rights of either party.

#### **AVOIDANCE OF DELAY**

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

#### **LAW AND PRACTICE**

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

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

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## **INSTITUTE WAR CLAUSES (AIR CARGO)**

### **(EXCLUDING SENDINGS BY POST)**

#### **RISKS COVERED**

##### **Risks**

1. This insurance covers, **except as excluded by the provisions of Clauses 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 wilful misconduct of the Assured**

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

**3.3 loss damage or expense caused by insufficiency or unsuitability of packing or**

**preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)**

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

**3.5 loss damage or expense arising from unfitness of aircraft conveyance or container for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.**

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

**3.6 loss damage or expense caused by delay, even though the delay be caused by a risk insured against**

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

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

**3.8 any claim based upon loss of or frustration of the transit or adventure**

**3.9 loss damage or expense directly or indirectly caused by or arising from any hostile use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.**

## **DURATION**

### **Transit Clause**

4.

4.1 This insurance

4.1.1 attaches only as the subject-matter insured and as to any part as that part is loaded on the aircraft for the commencement of the air transit insured

and

4.1.2 terminates, subject to 4.2 and 4.3 below, either as the subject-matter insured and as to any part as that part is discharged from the aircraft at the final place of discharge

or

on expiry of 15 days counting from midnight of the day of arrival of the aircraft at the final place of discharge,

whichever shall first occur; nevertheless,

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

4.1.3 reattaches when, without having discharged the subject-matter insured at the final place of discharge, the aircraft departs therefrom,

and

4.1.4 terminates, subject to 4.2 and 4.3 below, either as the subject-matter insured and as to any part as that part is thereafter discharged from the aircraft at the final (or substituted) place of discharge,

or

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

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

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

or

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

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

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

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

thereafter this insurance terminates in accordance with 4.1.4.

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

(For the purpose of Clause 4 "oversea vessel" shall be deemed to mean a vessel carrying the subject-matter from one port or place to another where such voyage involves a sea passage by that vessel)

## **Change of Transit**

5.

**5.1** Where, after attachment of this insurance, the destination is changed by the Assured, ***this must be notified promptly to Insurers for rates and terms to be agreed.*** Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.

5.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 4.1), but, without the knowledge of the Assured or their employees the aircraft leaves for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

**6. Anything contained in this contract which is inconsistent with Clause 3.8, 3.9 or 4 shall, to the extent of such inconsistency, be null and void.**

## **CLAIMS**

### **Insurable Interest**

7.

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

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

### **Increased Value**

8.

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

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

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

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

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

## **BENEFIT OF INSURANCE**

9. This insurance



9.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,

**9.2 shall not extend to or otherwise benefit the carrier or other bailee.**

## **MINIMISING LOSSES**

### **Duty of Assured**

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

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

**and**

**10.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised**

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

### **Waiver**

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

## **AVOIDANCE OF DELAY**

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

## **LAW AND PRACTICE**

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

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

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## **INSTITUTE WAR CLAUSES**

### **(SENDINGS BY POST)**

## **RISKS COVERED**

### **Risks**

1. This insurance covers, **except as excluded by the provisions of Clauses 3 below**, loss of or

damage to the subject-matter insured caused by

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

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

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

### **General Average**

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

### **EXCLUSIONS**

#### **3. In no case shall this insurance cover**

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

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

**3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)**

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

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

**3.6 any claim based upon loss of or frustration of the voyage or adventure**

**3.7 loss damage or expense directly or indirectly caused by or arising from any hostile use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.**

### **DURATION**

Transit Clause

4.

**4.1 This insurance attaches only as the subject-matter insured and as to any part as that part is first moved in the premises of the senders at the place named in the contract of insurance for the immediate commencement of the transit and continues, but with the exclusion of any period during which the subject-matter insured is in packers' premises, until the subject-matter insured and as to any part as that part is delivered to the address on the postal package(s) when this insurance shall terminate.**

**5. Anything contained in this contract which is inconsistent with Clause 3.6, 3.7 or 4 shall, to**

**the extent of such inconsistency, be null and void.**

## **CLAIMS**

### **Insurable Interest**

6.

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

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

## **BENEFIT OF INSURANCE**

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

## **MINIMISING LOSSES**

### **Duty of Assured**

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

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

**and**

**8.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised**

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

### **Waiver**

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

## **AVOIDANCE OF DELAY**

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

## **LAW AND PRACTICE**

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

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## **INSTITUTE STRIKES CLAUSES (CARGO)**

### **RISKS COVERED**

#### Risks

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

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

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

1.3 any person acting from a political, ideological or religious motive.

#### General Average

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

### **EXCLUSIONS**

#### **3. In no case shall this insurance cover**

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

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

**3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)**

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

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

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

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

**3.7 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or**

**civil commotion**

**3.8 any claim based upon loss of or frustration of the voyage or adventure**

**3.9 loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter**

**3.10 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.**

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

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

**4.1.2 unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.**

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

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

**DURATION**

Transit Clause

5. 5.1 Subject to Clause 8 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either

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

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

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

5.1.4 on the expiry of 60 days after completion of discharge overseas of the subject-matter insured from the overseas vessel at the final port of discharge, whichever shall first occur.

5.2 If, after discharge overseas from the overseas vessel at the final port of discharge, but prior to

termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining **subject to termination as provided in Clauses 5.1.1 to 5.1.4, shall not extend beyond the time the subject-matter insured is first moved for the purpose of the commencement of transit to such other destination.**

5.3 This insurance shall remain in force (subject to termination as provided for in Clauses 5.1.1 to 5.1.4 above and to the provisions of Clause 6 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

#### Termination of Contract of Carriage

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

6.1 until the subject-matter insured is sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the subject-matter insured at such port or place, whichever shall first occur,

or

6.2 if the subject-matter insured is forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 5 above.

#### Change of Voyage

7. 7.1 Where, after attachment of this insurance, the destination is changed by the Assured, this must be *notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.*

7.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 5.1), but, without the knowledge of the Assured or their employees the ship sails for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

## CLAIMS

### Insurable Interest

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

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

### **Increased Value**

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

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

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

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

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

### **BENEFIT OF INSURANCE**

10. This insurance

10.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,

**10.2 shall not extend to or otherwise benefit the carrier or other bailee.**

### **MINIMISING LOSSES**

Duty of Assured

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

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

**11.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised**

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

Waiver

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

### **AVOIDANCE OF DELAY**

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

## LAW AND PRACTICE

14 This insurance is subject to English law and practice.

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

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## INSTITUTE STRIKES CLAUSES (AIR CARGO)

### RISKS COVERED

#### Risks Clause

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

#### Salvage Charges

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

### EXCLUSIONS

#### 3. In no case shall this insurance cover

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

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

##### 3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)

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

##### 3.5 loss damage or expense arising from unfitness of aircraft conveyance or container for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are



**privity to such unfitness at the time of loading. This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.**

**3.6 loss damage or expense caused by delay, even though the delay be caused by a risk insured against**

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

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

**3.8 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion**

**3.9 any claim based upon loss of or frustration of the transit or adventure**

**3.10 loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter**

**3.11 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.**

## **DURATION**

### **Transit Clause**

4.

4.1 Subject to Clause 7 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse, premises or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either

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

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

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

4.1.4 on the expiry of 30 days after completion of unloading of the subject-matter insured from the

aircraft at the final place of discharge,  
whichever shall first occur.

4.2 If, after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses **4.1.1 to 4.1.4**, shall not extend beyond the time the subject-matter insured is first moved for the purpose of the commencement of transit to such other destination.

4.3 This insurance shall remain in force (subject to termination as provided for in Clauses 4.1.1 to 4.1.4 above and to the provisions of Clause 5 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to the air carriers under the contract of carriage.

#### **Termination of Contract of Carriage**

5. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a place other than the destination named therein or the transit is otherwise terminated before unloading of the subject-matter insured as provided for in Clause 4 above, then this insurance shall also terminate *unless prompt notice is given to the Insurers and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by the Insurers, either*

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

or

5.2 if the subject-matter insured is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 4 above.

#### **Change of Transit**

6.

6.1 Where, after attachment of this insurance, the destination is changed by the Assured, *this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.*

6.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 4.1), but, without the knowledge of the Assured or their employees the aircraft leaves for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

#### **CLAIMS**

##### **Insurable Interest**

7.

7.1 In order to recover under this insurance the Assured must have an insurable interest in the

subject-matter insured at the time of the loss.

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

### **Increased Value**

8.

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

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

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

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

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

### **BENEFIT OF INSURANCE**

9. This insurance

9.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,

**9.2 shall not extend to or otherwise benefit the carrier or other bailee.**

### **MINIMISING LOSSES**

#### **Duty of Assured**

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

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

**and**

**10.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised**

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

### **Waiver**

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

#### **AVOIDANCE OF DELAY**

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

#### **LAW AND PRACTICE**

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

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

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**CL389**

**01/01/2009**

### **(C) CLAUSE FOR AIR CARGO**

**It is hereby specially understood and agreed that the Risks Clause in clause 1 of the Institute Cargo Clauses (Air) (excluding sendings by Post) shall be deleted and replaced by the following provisions.**

**This insurance covers, except as excluded in clause 3, 4 and 5 of the Institute Cargo Clauses (Air) (excluding sendings by Post),**

1. loss of or damage to the subject-matter insured reasonably attributable to
  - 1.1 fire or explosion
  - 1.2 aircraft crash or forced landing following engine and/or hydraulic and/or electrical and/or mechanical failure in flight
  - 1.3 overturning or derailment of land conveyance
  - 1.4
    - 1.4.1 collision or contact of aircraft with any external object other than a runway
    - 1.4.2 collision or contact of vessel craft or conveyance with any external object other than water
  - 1.5 vessel or craft being stranded grounded sunk or capsized
  - 1.6 discharge of cargo at a port and/or an airport of distress,
2. loss of or damage to the subject-matter insured caused by
  - 2.1 general average sacrifice
  - 2.2 jettison

### **AIRCRAFT CLAUSE**

It's hereby agreed that this insurance shall extend to cover the risks by aircraft during the ordinary course of transit.

## **INLAND TRANSPORT CLAUSE**

### **(ALL RISKS INCL. SRCC COVER)**

#### **(1) Risks Covered**

This insurance covers all risks of physical loss of and/or damage to the subject-matter insured described in the Policy Schedule, **except as provided in the exclusion clauses shown below and/or anywhere in the Policy Schedule and/or endorsements.**

#### **(2) Duration of Risk**

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 the transit, continues during the ordinary course of transit and terminates upon delivery of the subject-matter insured to the final destination.

In the event of the original carrying land conveyance being disabled due to an accident or breakdown during the transit, this insurance shall remain in force whilst the subject-matter insured is being transferred to and carried by another land conveyance for the completion of the original transit.

**Provided always that the land conveyance is not left unattended at all times whilst the subject-matter insured is still loaded in the land conveyance.**

#### **(3) Exclusions**

**In no case shall this insurance cover**

- (i) loss damage or expense attributable to wilful misconduct of the Assured**
- (ii) ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured**
- (iii) 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 “packing” shall be deemed to include stowage in a container and “employees” shall not include independent contractors)**
- (iv) loss damage or expense caused by inherent vice or nature of the subject-matter insured**
- (v) consequential loss of any kind; loss of market, loss damage or expense caused by delay, even though the delay be caused by a risk insured against**
- (vi) loss or damage occasioned by or happening through confiscation, nationalization, detention, requisition or wilful destruction by any government, public municipal local or custom authority**

**(vii) 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**

**(viii) loss damage or expenses caused by**

**(a) war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power**

**(b) capture seizure arrest restraint or detainment, and the consequences thereof or any attempt thereat**

**(c) derelict mines torpedoes bombs or other derelict weapons of war**

**(ix) loss damage or expenses caused by**

**(a) any act of terrorism being an act of any person acting on behalf of, or in connection with, any organization which carry out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted**

**(b) any person acting from a political, ideological or religious motive**

**(x) loss damage or expense arising from unfitness or unroadworthiness of conveyance, container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their employees are privy to such unfitness or unroadworthiness at the time the subject-matter insured is loaded therein.**

#### **(4) Duty of the Assured**

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

(i) to take such measures as may be reasonable for the purpose of averting or minimizing such loss, and

(ii) 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 incurred in pursuance of these duties

#### **(5) Other Insurance**

**This Policy does not cover any loss or damage to the subject-matter insured which at the time of the happening of such loss or damage is insured by or would but for the existence of this Policy be insured by fire or any other insurance Policy or Policies except in respect of any excess beyond the amount which would have been payable under the fire or other insurance Policy or Policies had this insurance not been effected.**

#### **(6) Benefit of Insurance This insurance**

(i) 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,

**(ii) shall not extend to or otherwise benefit the carrier or other bailees.**

#### **(7) Law and Practice**

**This insurance is subject to English Law and practice. Including Strikes, Riots and Civil Commotions Risks**

## POST CLAUSE

**Warranted free from claim for loss or damage proved to be due to incorrect and/or ambiguous and/or insufficient description of the address on the package or envelope and also for loss or damage resulting from any disposal by the Postal Authorities by reason of the interest having become undeliverable to, or having been unaccepted by, the addressee.**

## MAIL AND PARCEL POST CLAUSE

- 1. Anything contained in the Institute War Clauses for the insurance of sendings by Post 11/3/80 or the Institute War Clauses (sendings by Post) 1/1/82 or 1/3/09 inconsistent with this article 3 of this clause shall be null and void.**
2. In case of sending by Airmail (including registered airmail, air parcel post), whenever the words “ship” “vessel” “ship or vessel owner” appear in this policy, they are deemed also to include the words “aircraft” “aircraft owner”.
3. It is understood and agreed that this insurance attaches from the time the interest hereby insured leaves the premises of the sender at the place named in the policy for the commencement of the transit and continues until the interest is delivered to the addressee at the destination named in the policy, or in event of non-completion of delivery at place of destination by reason of error in address or removal of addressee, until delivered at the proper address or until returned to the premises of the sender.
4. In case of loss or damage to the interest insured, notice of claim in a form of an affidavit must be immediately filed against the Government (Postal Authorities). A copy of the said notice and the reply thereto must accompany any claim presented under this policy.
- 5. Post Office Receipt will be required as proof in case of claim for non-delivery.**
- 6. Free from claim for pilferage if packages be delivered with seals intact.**

## CARRY ON CLAUSE

It is hereby agreed that considering the additional premium paid by the applicant, this insurance is extended to cover the loss or damage caused by accident or negligence of insured's employee during carrying. **And in no case this insurance shall be liable for any intentional act, criminal act or gross negligence of the employee** And the carrying articles must have qualified packaging.

## CARGO ISM ENDORSEMENT

It is hereby noted and agreed that with reference to the Cargo ISM (International Safety Management) Endorsement (JC 98/019 1 May 1998), Insurers accept that in the ordinary course of business, the Assured would not be expected to be aware:

- (a) either that the vessel was not certified in accordance with the ISM Code, or
- (b) that a current Document of Compliance was not held by her owners or operators as required under the SOLAS (International Convention for the Safety of Life at Sea) Convention 1974.

## **INSTITUTE CLASSIFICATION CLAUSE**

01/01/2001

### **QUALIFYING VESSELS**

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

1.1. a Member or Associate Member of the International Association of Classification Societies (IACS※), or

1.2. a National Flag Society as defined in Clause 4 below, but only where the vessel is engaged exclusively in the coastal trading of that nation (including trading on an inter-island route within an archipelago of which that nation forms part). Cargoes and/or interests carried by vessels not classed as above must be notified promptly to underwriters for rates and conditions to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have

been available at a reasonable commercial market rate on reasonable commercial market terms.

### **AGE LIMITATION**

2) Cargoes and/or interests carried by Qualifying Vessels (as defined above) which exceed the following age limits will be insured on the policy or open cover conditions subject to an additional premium to be agreed. Bulk or combination carriers over 10 years of age or other vessels over 15 years of age unless they :

2.1. have been used for the carriage of general cargo on an established and regular pattern of trading between a range of specified ports, and do not exceed 25 years of age, or

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

### **CRAFT CLAUSE**

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

### **NATIONAL FLAG SOCIETY**

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

### **PROMPT NOTICE**

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

### **LAW AND PRACTICE**

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

※ For a current list of IACS Members and Associate Members please refer to the IACS website at [www.iacs.org.uk](http://www.iacs.org.uk)

## **BREAK UP VESSEL CLAUSE**

It is understood and agreed that the conditions specified herein and the rate already quoted for



the shipment insured hereunder shall be subject to alteration in case where it has already been decided before sailing that the carrying vessel will be broken up.

## **ON-DECK CLAUSE (APPLYING TO IMPORT SHIPMENTS)**

Notwithstanding anything contained herein to the contrary, it is specially understood and agreed that in the event of the goods hereby insured or any part thereof being carried on deck, whether by the exercise of a liberty granted to shipowners or charterers under the contract of affreightment or not, **the conditions on such deckload shall be subject to Institute Cargo Clauses(C), including the risk of Washing Overboard**", so long as the goods hereby insured are stored on deck.

## **UNDER DECK OR ON DECK CLAUSE**

In case of the goods hereby insured being stowed in container(s), and being on deck under Bill of Lading stipulating the right of carrier to stow containers under or on deck without notice, such goods shall be insured subject to the provisions of this Policy applying to under deck shipments.

## **STRIKES CANCELLATION CLAUSE**

The cover against strikes etc. risks (as defined in the Institute Strikes Clauses) may be cancelled by either the Underwriters or the Assured **except in respect of any insurance which shall have attached in accordance with the conditions of the Institute Strikes Clauses before the cancellation becomes effective.**

Such cancellation shall however only become effective on the expiry of 7 days (or 48 hours in respect of sending to or from U.S.A.) from midnight of the day on which notice of the cancellation is issued by or to the Underwriters.

## **INSTITUTE WAR CANCELLATION CLAUSE (CARGO)**

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

## **OTHER INSURANCE CLAUSE**

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

## **RISK ATTACHMENT CLAUSE**

(This clause shall be applied where the subject-matter insured is supplied by other parties to the Assured.)

**Notwithstanding anything contained herein to the contrary, this insurance (excepting coverage against War Risks) shall not attach until the risk of loss or damage to the subject-matter insured shall be transferred to the Assured, subject to the Incoterms, other common trade terms or a specific binding contract.**

## **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 and the name of the country from which, and the name of the country to which they are consigned shall be specifically stated in the policy.

and

(2) the proof 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 that country has been approved by that Government, or, alternatively, by a license, certificate or authorization issued by the 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 that Government ;

and

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

## **INSTITUTE REPLACEMENT CLAUSE**

In the event of loss of or damage to any part(s) of an insured machine or other manufactured item consisting of more than one part caused by a peril covered by this insurance, **the sum recoverable shall not exceed the cost of replacement or repair of such part(s) plus labour for (re)fitting and carriage costs.** Duty incurred in the provision of replacement or repaired part(s) shall also be recoverable provided that the full duty payable on the insured machine or manufactured item is included in the amount insured.

**The total liability of Insurers shall in no event exceed the amount insured of the machine or manufactured item.**

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01/12/2008

## **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 ionising radiations from or contamination by radioactivity from any nuclear fuel**

**1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel**

**1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof**

**1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.**

**1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.**

## **TERMINATION OF TRANSIT CLAUSE (TERRORISM) -**

**2009**

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

**1. Notwithstanding any provision to the contrary contained in the contract of insurance or the Clauses referred to therein, it is agreed that in so far as the contract of insurance covers loss of or damage to the subject-matter insured caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted or any person acting from a political, ideological or religious motive, such cover is conditional upon the subject-matter insured being in the ordinary course of transit and, in any event, SHALL TERMINATE:**

**either**

**1.1 as per the transit clauses contained within the contract of insurance,**

**or**

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

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

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

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

**1.6 in respect of air transits, on the expiry of 30 days after unloading the subject-matter**

**insured from the aircraft at the final place of discharge, whichever shall first occur.**

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

JC2009/056

01/01/2009

## **SANCTION LIMITATION AND EXCLUSION CLAUSE**

**No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or pay 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, Japan, United Kingdom, United States of America, the People's Republic of China or other country or area named in the policy.**

## **PIRACY AND MALICIOUS DAMAGE CLAUSE**

**[AUTOMATICALLY APPLICABLE WITH INSTITUTE**

**CARGO CLAUSES (B) OR (C)]**

In consideration of an additional premium, it is hereby agreed that the exclusion "deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons" is deemed to be deleted and further that this insurance covers loss of or damage to the subject-matter insured caused by malicious acts vandalism sabotage or piracy, subject always to the other exclusions contained in this insurance.

## **SPECIAL CLAUSE FOR INSTITUTE CARGO CLAUSES**

**[AUTOMATICALLY APPLICABLE WITH INSTITUTE**

**CARGO CLAUSES (C)]**

**It is specially understood and agreed that below clauses shall be deemed to be incorporated into clause 1 of the Institute Cargo Clauses (C) 01/01/2009.**

1.3 total loss of the subject-matter insured caused by washing overboard

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

1.5 total loss of the subject-matter insured caused by entry of sea lake or river water into vessel craft hold conveyance container or place of storage

## **SPECIAL CLAUSE FOR INSTITUTE WAR CLAUSES**

## **[AUTOMATICALLY APPLICABLE WITH THE INSTITUTE WAR CLAUSES]**

It is specially understood and agreed that the clause 1.2 of the following clauses;

**Institute War Clauses (Cargo) 1/1/2009**

**Institute War Clauses (Air Cargo) (excluding sendings by Post) 1/1/2009**

**Institute War Clauses (Sendings by Post) 1/3/2009 shall be replaced as below.**

**1.2 capture seizure arrest restraint or detainment, and the consequences thereof or any attempt thereat.**

## **WILD FAUNA AND FLORA CLAUSE**

It is understood and agreed that

- 1. no claim will be paid unless the trades of the goods covered hereunder are lawful in the light of any rules, regulations and/or laws enforced in compliance with the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES, so-called “Washington Convention” ) in each country of origin, export, re-export or import,**
2. the assured, if required by this Company, shall submit certificates, permits, vouchers and/or other documents showing that the trades are not inconsistent with the above rules, regulations and/or laws, and
3. this Company shall have the right to investigate facts and legality in respect of the trades in case of claims being presented.

## **OPEN-YARD STORAGE CLAUSE**

### **(APPLYING TO IMPORT SHIPMENTS)**

Notwithstanding anything contained herein to the contrary, it is specially understood and agreed that in the event of the goods hereby insured or any part thereof being stored in the open-yard at the port of landing named in the policy, **this Company’s liability for such goods shall be subject to Institute Cargo Clauses (C) only so long as they are so stored, provided, however, that the foregoing shall not apply in case of the Assured having given a previous notice of such storage to this Company and agreed to pay an additional premium required.**

## **SPECIAL CLAUSE FOR RESIDUAL PROPERTY**

Subject to any other special provisions stipulated elsewhere in this Policy, the following shall apply:

- 1. Where the goods have become a total loss and the Insurer pays the whole of the insured amount, the Insurer shall not take over the rights of the Assured in the goods, unless the Insurer has disclosed their intention to take over such rights.**
2. Where the loss has occurred on a part of the goods and the Insurer pays the proportion of the insured amount relating to such part, the provisions in the preceding paragraph apply to that part.

**DUTY CLAUSE**

**(APPLYING TO SHIPMENTS ON WHICH THE ASSURED  
AND THIS COMPANY AGREED TO INSURE DUTY PRIOR  
TO THE ATTACHMENT OF RISK)**

To pay partial loss sustained on duty imposed on the goods insured hereunder, by reason of the perils insured against, but subject to the policy terms of average; also to pay total loss if the goods are totally lost in accordance with the policy terms after the duty is paid.

In case of the insured amount of duty stated herein being in excess of the full amount of duty imposed on the goods insured hereunder according to the relevant regulations when they arrive at the final port of discharge named herein in sound conditions, **this Company's liability shall not exceed the amount of actual loss of duty.**

In case of the insured amount of duty stated herein being less than the full amount of duty mentioned above, **this Company's liability shall not exceed such proportion of the loss sustained on duty as the former bears to the latter.**

The assured shall, when this Company so elects, surrender the goods to the Customs Authorities and avoid duty payment, **and in case of any reduction in duty the amount so reduced shall be deducted in settling any loss for which this Company may be liable.**

**INSTITUTE THEFT, PILFERAGE AND NON-DELIVERY  
CLAUSE**

In consideration of an additional premium, it is hereby agreed that this insurance covers loss of or damage to the subject-matter insured caused by theft or pilferage, or by non-delivery of an entire package, subject always to the exclusion contained in this insurance.

**LABEL CLAUSE**

In case of damage affecting labels, capsules or wrappers, This Insurer, if liable therefore under the terms, conditions and warranties of this policy, shall be liable only for an amount sufficient to pay for the cost of new labels, capsules or wrappers and the cost of reconditioning the goods and/or merchandise and/or property, **but in no event shall This Insurer be liable for more than the insured value of the damaged goods and/or merchandise and/or property.**

**SPECIAL CLAUSE FOR EARTHQUAKE AND FLOOD  
(EXEMPTED)**

Notwithstanding anything contained herein to the contrary, this clause shall be paramount and

shall override anything contained in this policy inconsistent therewith.

It is hereby noted and agreed that even if the Duration of this policy shall be extended from the Transit Clause of the Institute Cargo Clauses, **in no case shall this Company be liable for any loss of &/or damage to the subject matter insured, during such extended period, caused directly or indirectly by or arising from;**

**-earthquake, volcanic eruption and/or tidal waves and fire arising therefrom in Japan and/or California, USA, or**

**-flood in Thailand and/or Netherland.**

The word "Flood" under this clause means water from the outside of the insured premises containing the insured property under this policy which overflows or flows from the normal way of natural or artificial water courses including "Flood" arising from windstorm, forest flood, and mudslide.

## **SPECIAL REPLACEMENT CLAUSE (AIR FREIGHT & DUTY)**

In the event of loss of or damage to any part or parts of an insured machine caused by a peril covered by the Policy **the sum recoverable shall not exceed the cost of replacement or repair of such part or parts plus charges for forwarding and refitting**, if incurred, but excluding duty unless the full duty is included in the amount insured, in which case loss, if any, sustained by payment of additional duty shall also be recoverable.

In case where part or parts of an insured machine, which have been transported by overseas vessel and land conveyance to the destination named in this policy, are damaged by perils insured against under this policy and substitutes therefore are supplied by air, the air freight including incidental charges shall be recoverable under this policy provided that such air transport is made for the sole purpose of preventing or alleviating further damage or for any other purposes which this Company admit to be inevitable.

**Provided always that in no case shall the liability of underwriters exceed the insured value of the complete machine.**

Notwithstanding forgoing to the contrary, it is specially understood and agreed that in case any part or parts of an insured machine which is to be imported free of duty are damaged by perils insured against under this policy and substitutes therefore are supplied, the duty, if imposed on such part or parts, shall also be recoverable under this policy.

## **CIVIL AUTHORITY CLAUSE**

Notwithstanding anything contained in this contract, it is understood and agreed that property which is insured hereunder is also covered against the risk of damage or destruction by civil authority during a conflagration or for the purpose of retarding the same; **provided that neither such conflagration nor such damage or destruction is caused or contributed to by War perils elsewhere excluded herein.**

## **PARTIAL LOSS**

Notwithstanding anything contained herein to the contrary, it is agreed that, in order to minimize possible loss or damage, arising from a peril insured against, any loss hereunder shall, as far as practical and subject to Insurers' prior approval, be ascertained by a separation and a sale or appraisal (cost of which to become part of the claim) of the damaged portion only of the contents of the packages so damaged and not otherwise, **provided always that in no case shall the liability of underwriters exceed the insured value of the said shipment.**

## **WAIVER OF SUBROGATION (AGAINST THE ASSURED'S GROUP COMPANY AND ITS SUBSIDIARIES)**

This Company waives its right of subrogation against the Assureds' group Company and its subsidiaries in relation to the insured cargo, **except as to any willful misconduct of the carrier**, providing that the Assureds' group Company and its subsidiaries do not act as an actual carrier but for the inland transportation. However, such waiver is conditioned upon the Assureds' group Company and its subsidiaries assigning to this Company all of its rights to claim against the actual carrier, and giving all reasonable assistance (including extending any relevant time bar) to enable this Company to invoke its subrogated rights against any third party who may be liable for the insured loss.

## **WARRANTY FOR REFRIGERATED CARGO (APPLYING TO REFRIGERATED AND FROZEN CARGO)**

(amended to include "Refrigerated" where the word "Frozen" is mentioned.)

**Notwithstanding anything to the contrary contained herein, it is a warranty of this insurance that:**

- (i) The goods are in sound condition and properly prepared packed and frozen at the time of attachment of the insurance.**
- (ii) The period between the first passing of the goods into a Freezing Chamber and shipment on board the overseas vessel (on loading on aircraft) shall not exceed 60 days.**
- (iii) The Assured shall take all precautions to ensure that the goods are kept in refrigerated or insulated space during the currency of the policy except during actual loading or unloading operations.**
- (iv) On discovery by the Assured, their employees or agents of any loss of, deterioration of or damage to any part of the goods immediate notice shall be given to the Insurer. In no case shall any claim be recoverable hereunder where notice is given to the Insurer more than 30 days after the termination of the insurance.**
- (v) Claim against the carrier shall be immediately filed in writing, a copy of which must accompany any claim presented under this insurance.**

## **SPECIAL CLAUSES FOR FROZEN, REFRIGERATED AND INSULATED GOODS**



It is hereby agreed that considering the additional premium paid by the Assured, this insurance extends to cover the loss or damage of the subject-matter insured under the policy caused by freezing, refrigeration and insulation function stops exceeding the period listed in the policy due to the following reasons:

- (1) physical damage or destroy to the freezing, refrigeration and thermal insulation equipment caused by accidents under the coverage of this insurance;
- (2) the abnormality or function stop of the freezing, refrigeration and thermal insulation equipment caused by fire, lightning, rupture or explosion in the same construction.

**However, this insurance shall not be liable for any loss, expense or liability directly or indirectly caused by:**

**(I) 48 hours after the accident;**

**(II) Abnormality and function stop caused by physical changes such as natural wear, consumption and deterioration of refrigeration, refrigeration and thermal insulation equipment after daily use and operation.**

**In no case, however, shall the liability of the Insurer exceed the amount listed in the policy.**

## GROUNDING CLAUSE

Grounding or Stranding in the Suez, Panama or other canals, harbours or tidal rivers not to be deemed a stranding under the terms of the policy, but to pay any damage or loss which may be proved to have directly resulted therefrom.

## DISPUTE SETTLEMENT CLAUSE

It is hereby understood and agreed that the wording of DISPUTE CLAUSE in the Policy is modified as below, If any dispute arising from or in connection with this Contract shall be settled through friendly negotiations. Where the two parties fail to reach an agreement after negotiation, such dispute shall be submitted to appointed arbitration commission for arbitration which shall be conducted in accordance with the Commission's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both parties.

Such dispute may be referred to the People's Court having jurisdiction on such dispute for settlement in the absence of any appointed arbitration commission in the disputed policy or in default of agreement reached after such dispute occurs.

Remark:

It is hereby understood that any dispute shall be submitted to China International Economic and Trade Arbitration Commission, unless otherwise agreed.

## DECLARATION CLAUSE (TRANSPORTATION AMOUNT BASIS)

(CARGO INSURANCE USED TRANSPORTATION AMOUNT BASIS)

The Assured &/or the applicant shall make definite declaration for all the shipment covered by this Open

Cover without exception to the Insurer (Hereinafter referred to as 'this company') within 15 days after the end of each declaration period advising all the requisite particulars of the transportation as follows:

- 1) Invoice Number or B/L Number or Purchase Order Number
- 2) Insured Interest (descriptions and quantities)
- 3) Insured Value and Insured Amount
- 4) Insured Voyage
- 5) Name and Sailing Date of Carrying Conveyance

**It is, however, agreed that this Open Policy shall not be prejudiced by any omission of, error &/or delay in making declaration, except for those made intentionally or by gross negligence,** provided prompt notice be given to this company as soon as the said omission, error &/or delay has become known to the Assureds and subject to the adjustment of premium if and as required.

**This Company shall have the privilege, at any time during insurance period, to inspect the records of the Assured as respects shipments coming within the provisions of this Open Cover.**

## **SPECIAL CLAUSE FOR CHEMICAL IN BULK (APPLYING TO CHEMICAL IN BULK)**

**for direct shipment:**

**(RISKS COVERED)**

1. This insurance is extended to cover
  - 1.1 loss caused by leakage from connecting pipelines in loading, transshipment or discharge subject to reduction for any ordinary leakage or ordinary loss in weight or volume
  - 1.2 loss of or damage to the subject-matter insured reasonably attributable to fire or explosion, even when caused by inherent vice or nature of the subject-matter insured
  - 1.3 shortage of the subject-matter insured **in excess of 0.5% on the whole**, and the amount recoverable shall be the proportionate insured value of the volume of goods lost, to be ascertained be a comparison of the gross volume certified as having left tanks for loading on to the vessel with the gross volume certified as having been delivered to tanks at the termination of the transit
  - 1.4 **contamination of the subject-matter insured resulting from external and fortuitous causes, subject to the following provisions:**

**(1) In no case shall this Company cover loss caused by initial flushing which must be performed for the purpose of preventing loss or damage upon inspection and instruction by the surveyor at the first pumping of, loading onto and unloading from the overseas vessel & /or connecting vessel or barge**

**(2) Survey must be made by the surveyor appointed by this Company and the cause of contamination and the extent of loss or damage are verified by the Assured and all claim procedures should be complied with instructions of this Company**

**(3) Unless otherwise agreed regarding overseas transit, carriage of cargo shall be direct shipment**

**(DURATION)**

2. This insurance attaches as the subject-matter insured leaves the tanks for the purpose of

loading at the port of place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either

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

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

3. If, after discharge from the oversea vessel into craft at the final port or place of discharge, but prior to the termination of this insurance under 2 above, the subject-matter insured or any part thereof is to be forwarded to a destination other than that to which it is insured hereunder, the insurance on the subject-matter insured or such part thereof **shall not extend beyond commencement of transit to such other destination, unless otherwise agreed by this Company upon receipt of prompt notice from the Assured.**

4. Subject to prompt notice being given to this Company and to an additional premium if required, this insurance shall remain in force (until terminated under 2 or 3 above and subject to the provisions of Institute Cargo Clauses) during delay beyond control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any other variation of the adventure provided such variation is beyond the control of the Assured.

**for shipment including transshipment:**

**(RISKS COVERED)**

1. This insurance is extended to cover

1.1 loss caused by leakage from connecting pipelines in loading, transshipment or discharge subject to reduction for any ordinary leakage or ordinary loss in weight or volume

1.2 loss of or damage to the subject-matter insured reasonably attributable to fire or explosion, even when caused by inherent vice or nature of the subject-matter insured

1.3 shortage of the subject-matter insured **in excess of 0.5% on the whole**, and the amount recoverable shall be the proportionate insured value of the volume of goods lost, to be ascertained be a comparison of the gross volume certified as having left tanks for loading on to the vessel with the gross volume certified as having been delivered to tanks at the termination of the transit

1.4 **contamination of the subject-matter insured resulting from external and fortuitous causes, subject to the following provisions:**

**(1) In no case shall this Company cover loss caused by initial flushing which must be performed for the purpose of preventing loss or damage upon inspection and instruction by the surveyor at the first pumping of, loading onto and unloading from the overseas vessel & /or connecting vessel or barge**

**(2) Survey must be made by the surveyor appointed by this Company and the cause of contamination and the extent of loss or damage are verified by the Assured and all claim procedures should be complied with instructions of this Company**

**(DURATION)**

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

2.1 as the subject-matter insured enters tanks on discharge to place of storage at the destination

named herein, or

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

3. If, after discharge from the oversea vessel into craft at the final port or place of discharge, but prior to the termination of this insurance under 2 above, the subject-matter insured or any part thereof is to be forwarded to a destination other than that to which it is insured hereunder, the insurance on the subject-matter insured or such part thereof **shall not extend beyond commencement of transit to such other destination, unless otherwise agreed by this Company upon receipt of prompt notice from the Assured.**

4. Subject to prompt notice being given to this Company and to an additional premium if required, this insurance shall remain in force (until terminated under 2 or 3 above and subject to the provisions of Institute Cargo Clauses) during delay beyond control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any other variation of the adventure provided such variation is beyond the control of the Assured.

## WARRANTY FOR SURVEY AND ANALYSIS

It is required and warranted that each and every operations stipulated below are supervised, surveyed and analysed by the surveyor appointed or approved by this Company and the satisfactory certificate thereof are issued.

(1) All tanks of overseas vessel &/or connecting vessel or barges including pumps, pipes and hoses in use be cleaned, tested and approved prior to use.

(2) The goods be sampled (analysed if required by this Company), gauged and weighed at the port of loading prior to risk attachment, at each point prior to and after the loading onto and unloading from the overseas vessel &/or connecting vessel or barge, and at the port of destination after the expiry of this insurance.

(3) The samples of the goods be taken at the port of loading prior to risk attachment and on board the vessel, and a respective part of them be forwarded to the destination under the captain's care.

(4) All tanks of the overseas &/or connecting vessel or barges including pumps, pipes and hoses be cleared out and dried up in full at the completion of transshipment or unloading.

## STANDARD PACKING CLAUSE

In case of loss of or damage to the goods hereby insured, **the Underwriters shall not decline any claim by reason of insufficient packing of the goods**, so long as such packing shall be in accordance with the Standard Packing admitted by the export of packing.

## SPECIAL CLAUSE FOR MECHANICAL AND OR ELECTRICAL BREAKDOWN

Notwithstanding anything herein to the contrary, it is specially understood and agreed that this insurance is extended to cover mechanical or electrical breakdown and or derangement of machinery or equipment

## PIPE LINE CLAUSE

Notwithstanding anything contained herein to the contrary, it is understood and agreed that this insurance attaches from the time the goods have passed the coupling of the pipe of shore tank at the port of shipment and continues thereafter as stipulated in the said clause, until the goods are discharged into the consignee's or other shore tank at the port of destination named in the policy

## TERRORISM EXCLUSION CLAUSE

**It is hereby agreed that this insurance shall not be liable under the policy for any damages or losses directly or indirectly caused by any terrorist on behalf of their organizations or groups using explosions or any other destructive actions. Terrorism refers to the use of violence or any act of violence that causes people in a state of fear in order to achieve their various political purposes.**

**Other conditions of this policy remain unchanged.**

## NON-SURVEY CLAUSE

Notwithstanding anything to the contrary contained in the Policy, in case the claim amount is estimated to be **not more than the amount listed in the policy (or equivalent to the amount in other currencies) per any one accident**, the claim shall be paid upon the basis of the statement with photograph prepared by the Assured of the particulars of loss of or damage to the goods hereby insured instead of a survey report.

**This Clause shall not prejudice any right of the Assured to apply for a survey of the loss or damage.**

## ADDITIONAL INSURED CLAUSE

It is understood and agreed that;

1. The Insured(s) listed in the policy shall be added as Additional Insured under this policy, but only as respects the specified business as a Bailee performed for or on behalf of the Named Insured.
2. **Inclusion of more than one insured in the foregoing paragraph shall not operate to increase the limit of our liability specified in this policy.**

## SPECIAL CLAUSE FOR INSPECTION

In case an accident should occur during the tenure of this insurance and there should be the possibility of loss or damage covered by the Policy, the Underwriters shall be liable for any inspection &/or survey fees and charges incurred from such an accident irrespective of actual loss or damage, provided that the inspector &/or surveyor duly authorized by the Underwriter shall regard the inspection of the goods hereby insured as appropriate and reasonable.

**In no case, however, shall the liability of this Underwriter exceed the amount listed in the policy per any one accident.**

### **EXTRA EXPENSE CLAUSE**

1. This insurance is extended to cover, in addition to any other amount recoverable under this insurance, extra expense by the Assured, by reason of damage thereto caused by an insured risk. The expenses should be based on actual costs, whichever occurs.
2. **This company shall not be liable under this Clause as Extra Expenses Claim Money for more than the amount or percentage of the loss amount listed in the policy, which shall be lower Per any one accident.**

### **SPECIAL CLAUSE FOR COST OF RETURNING**

This insurance is extended to cover, subject always to this Company's prior consent, cost &/or expenses arising from returning the goods hereby insured for repair, inspection and other purposes irrespective of the actual amount of loss or damage covered under this policy, provided there should be a possibility of loss or damage covered hereunder. The cost &/or expenses above shall include those for forwarding by aircraft and duty, if imposed.

**In no case, however, the liability of this Company shall exceed the amount listed in the policy.**

**In case the loss of or damage to the goods hereby insured can be recoverable hereunder, this clause shall not be applied and such cost for returning goods shall be covered according to other clauses in this policy.**

### **SPECIAL CLAUSE FOR RE-PACKING CHARGE**

In case of loss of or damage to the package, carton or the like of the goods hereby insured, the sum recoverable shall include the actual cost for repacking and charges for forwarding of such packing etc. charge for forwarding by air and duty if imposed shall be included in the above charges.

**It is further agreed that such amount payable under this clause shall not be included in the amount insured.**

**In no case, however, shall the liability of the company exceed the amount listed in the policy (or each equivalent in other currencies) per any one accident.**

### **SPECIAL CLAUSE FOR FORWARDING CHARGE**

Notwithstanding anything to the contrary contained herein, it is specially understood and agreed that if it is necessary for the assured as a result of loss of or damage to the goods caused by a peril insured to forward the goods for replacement by air for the sole purpose of preventing the delay in delivery, the company shall pay charges for forwarding by air in addition to the amount payable for the above loss or damage even though such charges exceed the insured amount.

**In no case shall this company be liable under this clause for more than either the amount of**

**the value of the lost or damaged part of the subject-matter listed in the policy or the amount listed in the policy, whichever is lower per any one accident.**

## **SPECIAL CLAIM SETTLEMENT CLAUSE**

1. It is specially understood and agreed that in case the insured goods are reasonably assumed to be damaged by risks covered under this policy judging from appearance of the goods and/or their packages, the Assured is to retain full discretion and control over the disposition of all such goods. And this Company shall pay the loss and expense occurred by such disposition, deducting any proceeds. **In no case, however, shall the liability of this Company per any one accident exceed insured amount of the disposed goods or the amount listed in the policy (or equivalent in other currencies), whichever shall be lesser.**

2. In case above, it is required that;

(1) the Assured submits documents which explain that the goods are inappropriate for usage on originally intended purpose or sales with guarantee of performance, and describe the details of incurred loss or expense by the said disposal and

(2) this Company approves above documents as reasonable.

## **DEFERRED UNPACKING CLAUSE**

It is agreed that any loss or damage discovered on opening cases and/or packages (even after risk has ceased hereunder) shall be deemed to have occurred during the transit insured hereunder (and irrespective of attachment of Assured's interests) and shall be paid for accordingly unless proof conclusive to the contrary be established, it being understood that any cases and /or packages showing visible signs of damage must be opened immediately. This agreement shall, however, only apply where such loss or damage is discovered within the days listed in the policy after arrival of the goods at the consignee's or other final warehouse.

## **BRAND PROTECTION CLAUSE**

It is specially understand and agreed that if in the opinion of the Assured and the Insurer, goods insured hereunder are unfit for marketing, then such goods shall be destroyed and Underwriters forgo the benefit of salvage, provided that the damage is caused by the insured perils during the currency of the policy.

However, it is understood that in the event of the Assured being able to render such interests marketable, or fit for manufacturing or re-processing, then Underwriters to receive the benefit of such operation less the cost incurred by the Insured.

## **BEFORE LOADING CLAUSE**

Notwithstanding anything to the contrary contained herein, it is hereby understood and agreed that this insurance(**except for coverage against War Risks**) shall attach from when the goods hereby insured are delivered to the warehouse or place of storage and continue while the goods are stored and/or packed for export at warehouse or place of storage before the goods are loaded at the

loading port or airport into overseas vessel or aircraft, also agreed that **the period of which the goods are stored &/or packed at the said warehouse or place of storage shall not exceed the period listed in the policy counting from when the goods are delivered to the said warehouse or place of storage.**

**( the sublimit of earthquake is RMB 3,500,000/AOA )**

Notwithstanding anything to the contrary contained in the Institute Cargo Clauses, **this insurance shall not cover the following :**

- (1) breakdown or stoppage of machineries used for processing, unless caused by fire,**
- (2) negligence or defect in processing,**
- (3) stain or scratch damage occurred in connection with processing, unless caused by fire,**
- (4) quarantine or other similar regulations by the government office,**
- (5) war or any other hostile or warlike operations or strikes, riots, civil commotions or any other incidents similar thereto,**
- (6) any act of terrorism or any person acting from a political motive, ideological or religious motive,**
- (7) directly or indirectly by earthquake, volcanic eruption and/or accidents (including tsunami and fire) arising therefrom, in Japan and/or California, USA,**
- (8) nuclear reaction or atomic fission &/or fusion,**
- (9) mysterious disappearance &/or inventory loss, or**
- (10) loss of or damage to the goods caused by flood in the Netherlands &/or Thailand.**

## **SPECIAL TRANSIT CLAUSE ( APPOINTED WAREHOUSE )**

Notwithstanding anything contained herein to the contrary, it is specially understood and agreed that, this insurance shall remain in force whilst the goods hereby insured are stored for storage other than in the ordinary course of transit at appointed warehouse listed in the policy specified by Assured, provided that the coverage of storage risk before leaving the said warehouse shall be limited to 2 days from the day on which insured goods arrive.

**( the sublimit of earthquake is RMB 3,500,000/AOA )**

Notwithstanding anything to the contrary contained in the Institute Cargo Clauses, **this insurance shall not cover the following :**

- (1) breakdown or stoppage of machineries used for processing, unless caused by fire,**
- (2) negligence or defect in processing,**
- (3) stain or scratch damage occurred in connection with processing, unless caused by fire,**
- (4) quarantine or other similar regulations by the government office,**
- (5) war or any other hostile or warlike operations or strikes, riots, civil commotions or any other incidents similar thereto,**
- (6) any act of terrorism or any person acting from a political motive, ideological or religious motive,**
- (7) directly or indirectly by earthquake, volcanic eruption and/or accidents (including**



- tsunami and fire) arising therefrom, in Japan and/or California, USA,
- (8) nuclear reaction or atomic fission &/or fusion,
  - (9) mysterious disappearance &/or inventory loss, or
  - (10) loss of or damage to the goods caused by flood in the Netherlands &/or Thailand.

## **SPECIAL TRANSIT CLAUSE**

Notwithstanding anything to the contrary contained herein, it is hereby understood and agreed that this insurance (**except for coverage against War risks covered under the Institute War Clauses and Strikes Risks covered under the Institute Strikes Clauses which shall terminate subject to their respective Institute Clauses**) shall remain in force during the period when the goods hereby insured are being stored, repacked, allocated and/or distributed at any intermediate warehouse or place of storage after completion of discharge of the goods at the final port or airport from the overseas vessel or aircraft, and shall terminate at the time when

(1) the goods hereby insured are delivered to the final warehouse or place of storage at the destination named in the policy, or

(2) the expiry of days listed in the policy after completion of discharge of the goods at the final port or airport from the overseas vessel or aircraft

whichever shall first occur.

**(the sublimit of earthquake is RMB 3,500,000/AOA)**

Notwithstanding anything to the contrary contained in the Institute Cargo Clauses, this insurance shall not cover the following :

- (1) breakdown or stoppage of machineries used for processing, unless caused by fire,
- (2) negligence or defect in processing,
- (3) stain or scratch damage occurred in connection with processing, unless caused by fire,
- (4) quarantine or other similar regulations by the government office,
- (5) war or any other hostile or warlike operations or strikes, riots, civil commotions or any other incidents similar thereto,
- (6) any act of terrorism or any person acting from a political motive, ideological or religious motive,
- (7) directly or indirectly by earthquake, volcanic eruption and/or accidents (including tsunami and fire) arising therefrom, in Japan and/or California, USA,
- (8) nuclear reaction or atomic fission &/or fusion,
- (9) mysterious disappearance &/or inventory loss, or
- (10) loss of or damage to the goods caused by flood in the Netherlands &/or Thailand.

## **SPECIAL TRANSIT CLAUSE FOR ALLOCATION &/OR**

### **DISTRIBUTION (AFTER DISCHARGE 60 DAYS)**

Notwithstanding anything contained herein to the contrary, this insurance (**excepting coverage against War Risks which is subject to the respective Institute Clauses**) remains in force whilst the goods hereby insured are temporarily stored for allocation, distribution in the yard and/or

warehouse at China Port after discharge from the oversea vessel at the final port of discharge, terminate either,

(1) on delivery of the goods to the final warehouse or place of storage at the destination named in the policy, or

(2) on the expiry of 60 days after completion of discharge of the goods from the oversea vessel at the final port of discharge,

whichever shall first occur.

**(the sublimit of earthquake is RMB 3,500,000/AOA)**

**Notwithstanding anything to the contrary contained in the Institute Cargo Clauses, this insurance shall not cover the following:**

- (1) breakdown or stoppage of machineries used for processing, unless caused by fire,**
- (2) negligence or defect in processing,**
- (3) stain or scratch damage occurred in connection with processing, unless caused by fire,**
- (4) quarantine or other similar regulations by the government office,**
- (5) war or any other hostile or warlike operations, or strikes, riots, civil commotions or any other incidents similar thereto,**
- (6) any act of terrorism or any person acting from a political motive, ideological or religious motive,**
- (7) directly or indirectly by earthquake, volcanic eruption and/or accidents (including tsunami and fire) arising therefrom, in Japan and/or California, USA,**
- (8) nuclear reaction or atomic fission &/or fusion,**
- (9) mysterious disappearance &/or inventory loss, or**
- (10) loss of or damage to the goods caused by flood in the Netherlands &/or Thailand.**

## **SPECIAL COVERAGE FOR PERIOD OF PROCESSING**

### **(180DAYS)**

Notwithstanding anything contained herein to the contrary, this insurance specially continues to cover the goods hereby insured during the storage and processing in the appointed factory listed in the policy for a period **not exceeding 180 days, but excluding loss of or damage to the subject-matter insured during the period of the above processing caused by or resulting from:**

- (a) Loss and/or damage due to breakage, breakdown, and/or stoppage of processing machinery or facilities. But, not including breakage, breakdown. And/or stoppage due to fire and/or explosion inside the related factory (excluding cases arising from the reason. Of exclusion specified in institute Cargo Clauses(A)&/or Institute Cargo Clauses (Air))**
- (b) Loss and/or damage due to gross negligence and/or defect of processing work**
- (c) Loss and/or damage due to stoppage and/or unusual supply of electric power except caused by breakdown of public power station due to fire, lightning, windstorm, hail, snow, flood, explosion or any unforeseen and sudden accident**
- (d) Bad workmanship**
- (e) This exclusion shall not be applied for loss and/or damage due to fire and/or explosion arising from breakage/breakdown/stoppage of processing machinery or facilities, gross**

**negligence/defect of processing work, stoppage / unusual supply of electric power specified in the above(a), (b) and (c)**

**Further, this company shall not be liable for any claim in respect of loss or damage to the goods hereby insured caused by or resulting from:**

- (f) Missing or inventory loss**
- (g) Theft and/or pilferage of which the trace of forcing an entrance into the storage places from outside cannot be proved**
- (h) Theft and/or pilferage due to or caused by willful act or gross negligence of the insured or his employees**
- (i) Any claim for loss or damage arising from insolvency or financial default**
- (j) Loss or expense due to delay**
- (k) Indirect loss or expense**

**Loss and/or damage due to rain leakage from roof, but shall not apply to the water damage caused by windstorm.**

## **WAIVER OF SUBROGATION CLAUSE**

The Insurer hereby agrees to waive its rights of subrogation against the carrier listed in the policy and any corporation associated or affiliated with the Insured.

This Clause is subject otherwise to the terms, conditions and exceptions of this Policy.

## **Communicable Disease Exclusion**

**1. Notwithstanding any provision to the contrary, this policy excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly 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 damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

**All other terms, conditions and exclusions of the policy remain the same.**

## **MARINE CYBER ENDORSEMENT**

This endorsement shall be applied to this insurance unless the Assured is an individual (An individual shall not include a sole proprietorship in this endorsement.).

- 1 Subject only to paragraph 3 below, in no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.
- 2 Subject to the conditions, limitations and exclusions of the policy to which this clause attaches, the indemnity otherwise recoverable hereunder shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.
- 3 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, paragraph 1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

## **RUST, OXIDATION AND DISCOLORATION EXCLUSION CLAUSE**

It's hereby agreed that this insurance shall not take the risks of rust, oxidation, and discoloration.

## **DEFINITION OF “INTERESTS OF THE ASSURED”**

The terms and conditions under “3. Terms and Conditions specially applying to the interests of the Assureds only” on this policy schedule shall be applicable only to the claims whose claimant is the Assureds, including but not limited to the claims of which the Assureds receives the right by “Power of Attorney (with respect to insurance claims)” issued by the original beneficiary of the claim.

## **CARE CUSTODY AND CONTROL CLAUSE**

This insurance is extended to include Third Party property whilst in the Care Custody and Control of the Assured provided only it can be proven that loss or damage occurred whilst goods are in the Care Custody and Control of the Assured, subject to notice is given by the Insured and agreed by the Insurer prior to attachment.

## **CONTINGENCY INSURANCE CLAUSE**

The goods described in this Contract may be insured subject to the conditions of this Contract against the risks specified, for sellers' interest cover only, subject to notice is given by the Insured and agreed by the Insurer prior to attachment.

Claims in respect of loss of or damage to the goods shall be payable hereunder only if and to the extent that the buyer fails to pay for such lost or damaged goods.

This company to be subrogated to the Insured's rights against the buyer as well as other parties.

Any assignment of this Contract or of any interest or claim hereunder shall discharge this company from all liability whatsoever.

## **DIFFERENCE IN CONDITIONS**

1) Notwithstanding anything contained herein to the contrary, it is specially understood and agreed that this insurance provides cover below 2) and 3) subject to notice is given by the Insured and agreed by the Insurer prior to attachment.

2) With respect to goods and/or merchandise and/or property purchased by the Insured on C.I.F. or similar terms, where transit insurance is arranged by the seller or others, this insurance is extended to cover the difference in the terms, conditions and warranties between the terms, conditions and warranties of such other insurance and the terms, conditions and warranties of this insurance, if the goods and/or merchandise and/or property would otherwise have been insured hereunder.

3) It is noted and agreed that where the Insured is obliged by legislation or otherwise to arrange transit insurance locally, it shall continue to have the full benefit and protection of this insurance for any difference between this insurance and the terms, conditions and warranties in the insurance arranged elsewhere.

4) All goods and/or merchandise and/or property insured under this Clause shall be valued as per the valuation provisions set forth elsewhere in this policy.

5) It is agreed that nothing in this Clause shall be construed to extend the obligation of this Insurer to pay more than the limit(s) of liability set forth elsewhere in this policy.

## **FULL THEFT CLAUSE**

It is hereby declared and agreed that this insurance cover loss of or damage to the Property Insured by theft without violent and forcible entry into the premises subject to the Institute Cargo Clauses and other clauses applicable to the subject-matter insured, unless otherwise excluded by other applicable clauses.

## **REFUSED OR RETURNED SHIPMENTS**

This Open Contract to cover all shipments, subject to the original insuring conditions, which may be refused at time of delivery and returned by the consignee and/or consignees, while awaiting shipment or reshipment and until received by the Insured or otherwise disposed of and the Insured warrants to report all such shipments as soon as practicable after they have knowledge of the refusal and to pay premium thereon at rates to be agreed.

## **INSOLVENCY OF THIRD PARTIES**

It is hereby noted and agreed that **the Insurers will not immediately exercise the exclusion against any loss damage or expense solely due to insolvency of the third parties to whom the Assured have entrusted the subject-matter insured, UNLESS OTHERWISE EXCLUDED BY OTHER APPLICABLE CLAUSES.**

This clause confirms that the liability of the Insurer shall be determined subject to the Institute Cargo Clauses and other clauses applicable to the subject-matter insured, (hereinafter; the Clauses) and, **in no case shall this insurance cover loss damage or expense which will not fall within the scope of coverage intended by the Clauses.**

## **ACT OF THIRD PARTIES' EMPLOYEES**

It is hereby noted and agreed that the Insurers **will not immediately exercise the exclusion with respect to loss damage or expense attributable to wilful misconduct of the Assured stipulated in the applicable clauses including but not limited to Item 1 of Article 4 in the Institute Cargo Clauses (A) (1/1/09), solely due to the fact that the wilful misconduct is made by the third parties including their employee(s) to whom the Assured have entrusted the subject-matter insured.**

## **CARGO STRIKE CLAUSE**

### **1. Scope of Cover**

Whereas the Cover against the Risks of Strikes is incorporated herein as indicated, this Policy undertakes to indemnify for:

- 1) Loss of or damage to the goods hereby insured directly caused by acts of strikers, lockedout workmen or persons taking part in labour disturbances, riots or civil commotions or by malicious acts of any person or persons whomsoever;
- 2) Sacrifice in and contribution to General Average and Salvage Charges arising from the acts as stated in 1.above.

### **2. Exclusions**

**This Policy does not cover loss of or damage to the insured goods arising from the absence or shortage of or incapability to employ labour during the time of strikes including damage to refrigerated goods attributed to the stoppage of refrigerating machinery caused by lack of power or fuel arising form the above.**

#### **Note:**

**This Clause is an additional Clause to different sets of Cargo Transportation Clauses. In case of conflict between this Clause and any Clauses in the different sets of Cargo Transportation Clauses, this Clause shall prevail.**

## **SPECIAL CLAUSE FOR DEBRIS & REMOVAL CHARGE**

This policy covers expenses incurred for the removal of all debris of the property covered hereunder which may be occasioned by loss caused by any of the perils insured **but such indemnity shall be limited to the percentage of the amount insured of the damaged goods or the amount listed in the policy- (or equivalent in other currencies) whichever shall be**

**lesser.**

It is also noted and agreed that the amount recoverable under this clause shall be paid in addition to the amount otherwise recoverable under this policy.

Nothing contained herein shall be construed to cover any clean up expenses or other expenses which incurred in consequence of or to prevent or mitigate pollution or contamination, or any threat of liability. **In no event shall this company be liable for more than the limit(s) of liability contained elsewhere herein.**

## **SPECIAL CLAUSE FOR CONTAINERIZED CARGO**

It is hereby specially understood and agreed that this Policy covers loss &/or non-delivery, howsoever caused, of package(s) &/or content(s) packed into and carried by container(s).

Such loss &/or non-delivery shall be ascertained by comparison of the numbers of packages &/or contents thereof shown in the shippers' commercial invoice with those duly evidenced at the time of devanning at the port of discharge or at the consignees' final warehouse.

Claims against such loss &/or non-delivery shall be payable hereunder only if and to the extent that the Assured fails to recover the loss from shipper, packer, carrier &/or the other parties assumed to be responsible and gives this Company an evidence of negotiation with them in document.

**In no case, however, shall the liability of this Company in respect of this clause per any one shipment exceed the percentage of the amount insured or the amount listed in the policy (or equivalent in other currencies), whichever shall be lesser.**

## **SPECIAL CLAUSE FOR OUTER CARTON**

This insurance shall specially cover the charges and/or expenses for repairing, reconditioning and renewing of outer carton even if the insured interest is damaged or not.

**In no case, however, shall this Company's liability exceed the amount listed in the policy per any one accident.**

## **IMPORTANT CLAUSE FOR OP**

**PROCEDURE IN THE EVENT OF LOSS OR DAMAGE FOR WHICH ASSURERS MAY BE LIABLE**

In case of any claim arising on this Policy, the Assurers agree that it shall be settled by the Settling Agents, whose name is stated in the Policy hereto. Notice of any claim must be given by the holder of the Policy to the said Agents as soon as Practicable.

In the event of damage, the Agents for Survey whose name is stated in the Policy hereto must be applied to for survey.

**LIABILITY OF CARRIERS, BAILEES OR OTHER THIRD PARTIES**

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

1. To claim immediately on the Carriers, Port Authorities or other Bailees for any missing packages.
2. **In no circumstances, except under written protest, to give clean receipts where goods are in doubtful conditions.**

3. When delivery is made by Container to ensure that the Container and its seals are examined immediately by their responsible official.

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

4. To apply immediately for survey by Carriers' or other Bailees' Representatives if any loss or damage be apparent and claim on the Carriers or other Bailees for any actual loss or damage found at such survey.

5. To give notice in writing to the Carriers or other Bailees within 3 days of delivery if the loss or damage was not apparent at the time of taking delivery.

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

**FAILURE TO COMPLY WITH THESE INSTRUCTIONS MAY PREJUDICE ANY CLAIM UNDER THIS POLICY DOCUMENTATION OF CLAIMS**

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

1. Original policy or certificate of insurance.
2. Original or copy shipping invoices, together with shipping specification and/or weight notes.
3. Original Bill of Landing and/or other contract of carriage.
4. Survey report or other documentary evidence to show the extent of the loss or damage.
5. Landing account and weight notes at final destination.
6. Correspondence exchanged with the Carriers and other Parties regarding their liability for the loss or damage.

## **CONTAINER LIABILITY CLAUSE**

1. It is agreed this Policy is extended to insure the cost of repair or replacement of any container where loss of or damage to such container occurs within the Voyage limits set out in the Schedule and;

a) While the container is in the actual care or custody of the Assured, or the Assured's servants or agents; or

b) In circumstances where the Assured is legally liable for such loss or damage pursuant to the terms of a contract entered into by the Assured for the hire of the container for the purpose of transporting goods covered by this Policy.

2. **In no case shall this clause insure:**

a) **Loss or damage to any container that occurs after the end of the "free" period specified by the hirer or owner of the container for the return of containers to that party's nominated place of return, and after which detention or demurrage charges will be payable;**

b) **Loss of or damage to any container where the Assured's legal liability arises solely because the Assured falls within the definition of "Merchant" or similar in any bill of lading or other transport document where clauses 1(a) and (b) above do not apply.**



3. **It is a condition of this clause that its existence shall not be disclosed to the hirer or owner of any container or to the holder of any certificate of insurance issued under this Policy.**

4. For the purposes of this clause, “container” includes “flat rack” and “open-top”.

**Claims for such costs shall be subject to a maximum Limit of the amount listed in the policy (or the equivalent in any other currency) any one loss or occurrence.**

This extension is for the sole benefit of the Assured and is not assignable to any third party.

## **CONTAINER DETENTION CHARGE FOR SURVEY**

This Policy will cover demurrage charges and/or late penalties assessed against the Insured for the late return of containers when they are retained by the Insured on Insurers instruction for inspection following a claim, **to a maximum of the amount listed in the policy (or the equivalent in any other currency) any one loss or occurrence.**

The period for which Insurers will be liable begins at the time Insurers instruct the Insured to retain the containers and finishes at the time the Insurers appointed Surveyor instructs the Insured to return the containers.

This extension is for the sole benefit of the Assured and is not assignable to any third party.

## **WAREHOUSE ENDORSEMENT FOR THE ASSUREDS**

### **INVENTORY STOCK**

Notwithstanding anything to the contrary contained in the above Open Contract, in consideration of an additional premium as arranged, this Endorsement shall cover, subject always to terms and conditions hereinafter mentioned including the specific conditions, the goods while in store and/or being processed 、vanning and/or devanning work in the locations specified in the attachment hereto (excluding locations in Brazil and other countries especially specified in this Endorsement), so far as the Assureds have insurable interests.

#### 1. Specific Conditions

Against All Risks, subject to the Institute Cargo Clauses attached hereto, unless otherwise agreed and specified in this clause **(excluding War and Strikes risks)**

**Notwithstanding anything to the contrary contained in the Institute Cargo Clauses, this insurance shall not cover the following :**

- (1) breakdown or stoppage of machineries used for processing, unless caused by fire,**
- (2) negligence or defect in processing,**
- (3) stain or scratch damage occurred in connection with processing, unless caused by fire,**
- (4) quarantine or other similar regulations by the government office,**
- (5) war or any other hostile or warlike operations or strikes, riots, civil commotions or any other incidents similar thereto,**
- (6) any act of terrorism or any person acting from a political motive, ideological or religious motive,**
- (7) directly or indirectly by earthquake, volcanic eruption and/or accidents (including**

- tsunami and fire) arising therefrom, in Japan and/or California, USA,**  
**(8) nuclear reaction or atomic fission &/or fusion,**  
**(9) mysterious disappearance &/or inventory loss, or**  
**(10) loss of or damage to the goods caused by flood in the Netherlands &/or Thailand.**

2. Limit of Liability and Registration of New Locations

The Limit of Liability of this Company per any one accident shall be as specified in the attachment hereto.

In cases where the Assured wish to alter the limit of liability at any location as specified in the attachment hereto or elect new location of storage other than specified therein, they shall report to this Company the particulars of alteration required or of new location of storage through the Assured, and obtain this Company's approval to add the location with an appropriate limit of liability, to "LIST OF LOCATION LIMIT" attached hereto (registration).

The registration of a new location is supposed to be completed within 45 days counting from the first day when the Assured start to use the location for storage etc.; and until completion of the registration, this Company's limit of liability for the unapproved location is RMB 3,500,000 any one accident per location.

Notwithstanding anything mentioned above, in no case shall this Endorsement cover the goods in locations in Brazil and other countries especially specified in this Endorsement.

3. Double Insurance

In the event of loss on the goods hereby insured, if any other valid insurance effected by the Assured exists covering the same goods, this insurance shall be considered as excess insurance and this Company's liability shall be limited to the amount in excess of that being recoverable under such other insurance.

4. Valuation

The insured value and amount under this Endorsement shall be as follows, unless otherwise agreed by this Company prior to the attachment of the risk; Booked Value of the Assured

5. Declaration of Value and Payment of Premium

Total insured amount of the goods being stored / processed at the Assured's risk and title, in any location listed or not-listed in this Endorsement, at the end of each month shall be reported to this Company through the Assured without delay by 15th day of next month.

The premium calculated on these declarations shall be paid by the Assured to this Company through the Assured without delay after receipt of the monthly statement of account from this Company.

An accurate record of all goods covered by this Endorsement shall be kept by the Assured and such record shall at any time be open to inspection of this Company.

6. Payment of Claim

In the event of loss or damage claimable under this Endorsement, the Assured shall give notice of such loss or damage to this Company or this Company's claim agent and shall obtain their survey report.

It is the duty of the Assured, in all cases, to take such measures as may be reasonable for the purpose of averting or minimizing a loss and to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised.

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

7. Clause applicable

All Clauses and conditions contained in this policy shall apply to this Endorsement so far as they are not inconsistent with the stipulation herein made.

8. Cancellation

**This addendum shall continue to remain in force until it shall be cancelled by either party giving to the other a thirty (30) days previous notice in writing of the intention to determine.**

**Such cancellation shall become effective on the expiry of thirty (30) days counting from midnight of the day on which such notice is given by or to this Company.**

LIST OF LOCATION LIMITS

1. Named Locations and Limit of Liability while in store / processing as per attached sheet