Digit Marine Cargo Policy
(Commercial)
UIN: IRDAN158CP0001V01201920

PREAMBLE

In consideration of the Policyholder named herein paying to the Go Digit General Insurance Ltd (hereinafter called the Company) the premium as mentioned in the schedule and based on the statements made by the Policyholder in the Proposal including its attachment or otherwise, and the material incorporated therein, The Company agrees, Subject to the Terms, Conditions, Exclusions, Clauses, Warranties and Deductible contained herein or endorsed or otherwise expressed hereon, to provide insurance against loss, damage or expenses to the extent and in the manner herein provided.

COVERAGE AND CLAUSES

Below is the List of Clauses available under this Policy. Clause relevant and specific to Your Contract/Policy are mentioned in Your Policy Schedule/Certificate of Insurance.

Institute Cargo Clauses (A)

Cl.382, 1.1.2009

RISKS COVERED

Risks Clause

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 Clause

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

General Exclusions Clause

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.

Unseaworthiness and Unfitness Exclusion Clause

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.

War Exclusion Clause

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.

Strike Exclusion Clause

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

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

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

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

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

DURATION

Transit Clause

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

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

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

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

8.1.4 on the expiry of 60 days after completion of discharge overside of the subject-matter insured from the oversea vessel at the final port of discharge,

whichever shall first occur.

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

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

Termination of Contract of Carriage Clause

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 Clause

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 Clause

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

11.2 Subject to 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 Clause

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 Clause

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 Clause

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

Not to Inure Clause

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 Clause

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 Clause

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

Reasonable Despatch Clause

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

English Law and Practice Clause

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.

Institute Cargo Clauses (B)

Cl.383, 1.1.2009

RISKS COVERED

Risks Clause

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 Clause

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

General Exclusions Clause

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.

Unseaworthiness and Unfitness Exclusion Clause

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.

War Exclusion Clause

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.

Strike Exclusion Clause

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

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

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

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

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

DURATION

Transit Clause

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

continues during the ordinary course of transit and terminates either

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

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

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

8.1.4 on the expiry of 60 days after completion of discharge overside of the subject-matter insured from the oversea vessel at the final port of discharge,

whichever shall first occur.

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

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

Termination of Contract of Carriage Clause

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 Clause

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 Clause

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

11.2 Subject to 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 Clause

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 Clause

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 Clause

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
Not to Inure Clause

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 Clause

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 Clause

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
Reasonable Despatch Clause

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
English Law and Practice Clause

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.

Institute Cargo Clauses (C)

Cl.384, 1.1.2009

RISKS COVERED
Risks Clause

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 Clause

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

General Exclusions Clause

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.

Unseaworthiness and Unfitness Exclusion Clause

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.

War Exclusion Clause

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.

Strike Exclusion Clause

DURATION

Transit Clause

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

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

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

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

8.1.4 on the expiry of 60 days after completion of discharge overside of the subject-matter insured from the oversea vessel at the final port of discharge,

whichever shall first occur.

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

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

Termination of Contract of Carriage Clause

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 Clause

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 Clause

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

11.2 Subject to 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 Clause

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 Clause

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 Clause

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

Not to Inure Clause

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 Clause

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 Clause

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

Reasonable Despatch Clause

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

English Law and Practice Clause

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.

Institute Cargo Clauses (AIR)(excluding sendings by Post)

Cl. 387, 1.1.2009

RISKS COVERED

Risks Clauses

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 Clauses

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

EXCLUSIONS

General Exclusions Clause

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.

War Exclusion Clause

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.

Strike Exclusion Clause

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 transhipment 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 Clause

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 Clause

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 Clause

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 Clause

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 Clause

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 Clause

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

Not to Inure Clause

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 Clause

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 Clause

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

Reasonable Despatch Clause

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

English Law and Practice Clause

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.

Institute War Clauses (Cargo)

CI.385, 1.1.2009

RISKS COVERED

Risks Clause

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 Clause

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

General Exclusions Clause

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.

Unseaworthiness and Unfitness Exclusion Clause

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 Clause

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 Clause

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 Clause

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

Not to Inure Clause

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 Clause

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 Clause

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

Reasonable Despatch Clause

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

English Law and Practice Clause

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.

Institute Strikes Clauses (Cargo)

Cl.386, 1.1.2009

RISKS COVERED

Risks Clause

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 Clause

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

General Exclusions Clause

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.

Unseaworthiness and Unfitness Exclusion Clause

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

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

4.1.2 unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out

prior to attachment of this insurance or

by the Assured or their employees and they are privy to such unfitness at the time of loading.

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

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

Transit Clause

5. 5.1 Subject to Clause 8 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit,
continues during the ordinary course of transit and terminates either
5.1.1 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance,
5.1.2 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
5.1.3 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or
5.1.4 on the expiry of 60 days after completion of discharge overside of the subject-matter insured from the oversea vessel at the final port of discharge,
whichever shall first occur.

5.2 If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 5.1.1 to 5.1.4, shall not extend beyond the time the subject-matter insured is first moved for the purpose of the commencement of transit to such other destination.

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

Termination of Contract of Carriage Clause

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 Clause

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 Clause

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 Clause

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

Not to Inure Clause

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 Clause

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 Clause

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

Reasonable Despatch Clause

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

English Law and Practice Clause

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.

Institute War Clauses (Air Cargo) (excluding sendings by Post)

Cl.388, 1.1.2009

RISKS COVERED

Risks Clause

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

Salvage Charges Clause

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

General Exclusions Clause

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 Clause

5. 5.1 Where, after attachment of this insurance, the destination is changed by the Assured, *this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.*

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

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

CLAIMS

Insurable Interest Clause

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 Clause

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
Not to Inure Clause

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 Clause

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 Clause

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 th e rights of either party.

AVOIDANCE OF DELAY
Reasonable Despatch Clause

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
English Law and Practice Clause

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.

Institute War Clauses (Sendings by Post)

Cl.390, 1.1.2009

RISKS COVERED

Risks Clause

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

General Average Clause

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

General Exclusions Clause

3. In no case shall this insurance cover
   - 3.1 loss damage or expense attributable to wilful misconduct of the Assured
   - 3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
   - 3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject- matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
   - 3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
   - 3.5 loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
   - 3.6 any claim based upon loss of or frustration of the voyage or adventure
   - 3.7 loss damage or expense directly or indirectly caused by or arising from any hostile use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

DURATION

Transit Clause

4. 4.1 This insurance attaches only as the subject-matter insured and as to any part as that part is first

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

5. **Anything contained in this contract which is inconsistent with Clauses 3.6, 3.7 or 4 shall, to the extent of such inconsistency, be null and void.**

CLAIMS

Insurable Interest Clause

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

Not to Inure Clause

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

MINIMISING LOSSES
Duty of Assured Clause

7.1 It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunderto take such measures as may be reasonable for the purpose of averting or minimising such loss, and

7.2 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 Clause

8. 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
Reasonable Despatch Clause

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

LAW AND PRACTICE
English Law and Practice Clause

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

Institute Strikes Clauses (Air Cargo)

Cl.389, 1.1.2009

RISKS COVERED
Risks Clause

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

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

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

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

Salvage Charges Clause

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
General Exclusions Clause

3. In no case shall this insurance cover

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

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

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

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

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

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

against

3.7 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the aircraft where, at the time of loading of the subject-matter insured on board the aircraft, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the transit
This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract

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

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

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

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

DURATION

Transit Clause

4. 4.1 Subject to Clause 7 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse, premises or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit,
continues during the ordinary course of transit and terminates either

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

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

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

4.1.4 on the expiry of 30 days after completion of unloading of the subject-matter insured from the aircraft at the final place of discharge,

whichever shall first occur.

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

4.3 This insurance shall remain in force (subject to termination as provided for in Clauses 4.1.1 to 4.1.4 above and to the provisions of Clause 5 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment 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 Clause

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 Clause

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 Clause

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 Clause

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

Not to Inure Clause

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 Clause

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 Clause

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
Reasonable Despatch Clause
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
English Law and Practice Clause
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.

Institute Clause

The Institute Clauses referred to herein are the revised Institute Clauses introduced effective 1.1.2009, but should the Assured opt for coverage under the old Clauses (dated 1.1.1982), then the same shall apply until specific instructions to the contrary are received from the Assured.

Institute Classification Clause

Cl.354, 1.1.01

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

Institute Cyber Attack Exclusion Clause

CI.380, 10.11.03

1.1. Subject only to clause 1.2 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 or process or any other electronic system.

1.2. 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, Clause 1.1 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.

Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical And Electromagnetic Weapons Exclusion Clause

CI370, 10.11.03

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

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

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

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

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

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

1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

Cargo ISM Endorsement

(JC 98/019 A 1.5.98)

Applicable to shipments on board Ro-Ro passenger ferries.

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

1. passenger vessels transporting more than 12 passengers and
2. oil tankers, chemical tankers, gas carriers, bulk carriers and cargo high speed craft of 500 gross tonnage or more.

Applicable with effect from 1 July 2002 to shipments on board all other cargo ships and mobile offshore drilling units of 500 gross tonnage or more.
In no case shall this insurance cover loss, damage or expense where the subject matter insured is Carried by a vessel that is not ISM Code certified or whose owners or operators do not hold an ISM Code Document of Compliance when, at the time of loading of the subject matter insured on board the vessel, the Assured were aware, or in the ordinary course of business should have been aware:-

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

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

Cargo ISM Forwarding Charges Clause

(For use only with JCC Cargo ISM Endorsement JC98/019)

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

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

This clause, which does not apply to General Average or Salvage or Salvage Charges, is subject to all other terms, conditions and exclusions contained in the policy and to JCC Cargo ISM Endorsement JC 98/019.

Termination of Transit Clause (Terrorism)

JC2001/056 20.11.2001

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

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

or

   1.2. on delivery to the Consignee's or other final warehouse or place of storage at the destination named herein,
   1.3. on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either for storage other than in the ordinary course of transit or for allocation or distribution,
   or
   1.4. in respect or marine transits, on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge,
   1.5. in respect of air transits, on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge, whichever shall first occur.
2. If this Policy or the Clauses referred to therein specifically provide cover for inland or other further transits following on from storage, or termination as provided for above, cover will re-attach, and continues during the ordinary course of that transit terminating again in accordance with clause 1.
3. This clause is subject to English law and practice.

Institute Standard Conditions for Cargo Contracts

Cl.261, 1.4.82

1. This Policy is to insure the Subject Matter Insured specified for the transits and on the conditions named shipped by or for account of the Assured named in this Policy or the insurance of which is under their control as selling or purchasing agent unless insured elsewhere prior to inception of this Policy or to insurable interest being acquired. This Policy does not cover the interest of any other person, but this shall not prevent a transfer of the insurance by the Assured or Assignee.
2. It is a condition of this Policy that the Assured is bound to declare hereunder every consignment without exception, Insurers being bound to accept up to but not exceeding the amount specified in Clause c) below.
3. This Policy is for an open amount but the amount declarable may not exceed the sum AS PER POLICY SCHEDULE in respect of any one Vessel, Aircraft or Conveyance.
4. Notwithstanding anything to the contrary contained in this Policy, Insurers' liability in respect of any one accident or series of accidents arising from the same event in any one location shall not exceed the sum of AS PER POLICY SCHEDULE.
5. In the event of loss, accident or arrival before declaration of value it is agreed that the basis of valuation shall be AS PER POLICY SCHEDULE.
6. This Policy is subject to the Institute Classification Clause herein.
7. Should the risks of war, strikes riots and civil commotions be included in the cover granted by this Policy, the relevant Institute War Clauses and Institute Strikes Clauses shall apply.
8. The Institute Clauses referred to herein are those current at the inception of this Policy but should such clauses be revised during the period of this Policy, and provided that Insurers shall have given at least 30 days notice thereof, then the revised Institute Clause shall apply to risks attaching subsequent to the date of expiry of the said notice.
9. This policy may be cancelled by either Insurers or the Assured giving thirty days notice in writing to take effect from midnight of the day notice of cancellation is issued but risks covered by Institute War Clauses may be cancelled at seven days notice and risks covered by the Institute Strikes Clauses may be cancelled at seven days notice, or at forty-eight hours notice in respect of shipments to or from the United States of America. Notice shall commence from midnight of the day when it is issued but cancellation shall not apply to any risks which have attached in accordance with the cover granted hereunder before the cancellation becomes effective.

NOTE: - The Assured is required to give the earliest provisional notice of intended shipments advising in each case the name of the vessel and approximate value of the shipment.

Sanction Limitation and Exclusion Clause

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

Inland Transit (Rail or Road) – Clause-A (All Risks)

RISKS COVERED

Risks Clause

1. This insurance covers all risks of loss or damage to the subject matter insured except as provided in Clauses 2, 3 and 4 below.

Exclusions

General Exclusions Clause

2. In no case shall this insurance cover
   - 2.1. loss, damage or expense attributable to wilful misconduct of the Assured
   - 2.2. ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
   - 2.3. loss damage or expense caused by the insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 2.3 “Packing” shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)

2.4. loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against
2.5. loss damage or expense caused by inherent vice or nature of the subject-matter insured.

War Exclusion Clause

3. In no case shall this insurance cover loss damage or expense caused by
3.1. war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
3.2. capture seizure arrest restraint or detainment and the consequences thereof or any attempt thereat
3.3. derelict mines bombs or other derelict weapons of war.

Strike Exclusion Clause

4. In no case shall this insurance cover loss damage of expense
4.1. caused by strikers, locked-out workmen or persons taking part in labour disturbance, riots or civil commotions
4.2. resulting from strikes lock-outs, labour disturbances, riots or civil commotions
4.3. caused by any terrorist or any person acting from a political motive.
4.4. deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons

Duration

Transit Clause

5. This insurance attaches from the time the goods leave the warehouse and/or the store at the place named in the Policy for the commencement of transit and continues during the ordinary course of transit including customary transhipment, if any
5.1. until delivery to the final warehouse at the destination named in the policy, or
5.2. in respect of transits by Rail only or Rail and Road, until expiry of 7 days after arrival of the railway wagon at the final destination railway station, or
5.3. in respect of transits by Road only until expiry of 7 days after arrival of the vehicle at the destination town named in the Policy

whichever shall first occur.

N.B.

1. The period of 7 days referred to above shall be reckoned from the midnight of the day of arrival of railway wagon at the destination railway station or vehicle at the destination town named in the Policy.
2. Transit by Rail only shall include incidental transit by Road performed by Railway Authorities to or from Railway Out-Agency.

Claims

Insurable Interest Clause

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 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 Underwriters were not.

Benefit Of Insurance

Not to Inure Clause

7. This insurance shall not inure to the benefit of the Carrier or other bailees.

Minimising Losses

Duty of Assured Clause

8. It is the duty of the Assured and their servants 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 right against carriers, bailees or other third parties are properly preserved and exercised by lodging a monetary claim against railway/ road carriers/ bailees within six months from the date of railway/ lorry receipt or as prescribed by the relevant statute and the

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

Waiver Clause

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

Avoidance of Delay

Reasonable Despatch Clause

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

Indian Law and Practice Clause

11. This insurance is subject to Indian law and practice

Inland Transit (Rail or Road) – Clause B (Fire, Collision, Overturning, Derailment)

Risks Covered

Risks Clause

1. This insurance covers, except as provided in Clauses 2, 3 and 4 below, the risks of physical loss or damage to the insured goods caused by

a)
   i) Fire
   ii) Lightning
   iii) breakage of bridges

b)
   i) collision with or by the carrying vehicle
   ii) overturning of the carrying vehicle
   iii) derailment or accidents of like nature to the carrying railway wagon/ vehicle.

Exclusions

General Exclusions Clause

2. In no case shall this insurance cover
   2.1. loss, damage or expense attributable to wilful misconduct of the Assured
   2.2. ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
   2.3. loss damage or expense caused by the insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 2.3 “Packing” shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
   2.4. loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against
   2.5. loss damage or expense caused by inherent vice or nature of the subject-matter insured.

War Exclusion Clause

3. In no case shall this insurance cover loss damage or expense caused by
   3.1. war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
   3.2. capture seizure arrest restraint or detainment and the consequences thereof or any attempt thereat
   3.3. derelict mines bombs or other derelict weapons of war.

Strike Exclusion Clause

4. In no case shall this insurance cover loss damage of expense
   4.1. caused by strikers, locked-out workmen or persons taking part in labour disturbance, riots or civil commotions
   4.2. resulting from strikes lock-outs, labour disturbances, riots or civil commotions
   4.3. caused by any terrorist or any person acting from a political motive.

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

Duration
Transit Clause

5. This insurance attaches from the time the goods leave the warehouse and/or the store at the place named in the Policy for the commencement of transit and continues during the ordinary course of transit including customary transhipment, if any
   5.1. until delivery to the final warehouse at the destination named in the policy, or
   5.2. in respect of transits by Rail only or Rail and Road, until expiry of 7 days after arrival of the railway wagon at the final destination railway station, or
   5.3. in respect of transits by Road only until expiry of 7 days after arrival of the vehicle at the destination town named in the Policy
   whichever shall first occur.

N.B. 1. The period of 7 days referred to above shall be reckoned from the midnight of the day of arrival of railway wagon at the destination railway station or vehicle at the destination town named in the Policy.
2. Transit by Rail only shall include incidental transit by Road performed by Railway Authorities to or from Railway Out-Agency.

Claims
Insurable Interest Clause

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 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 underwriters were not.

Benefit of Insurance
Not to Inure Clause

7. This insurance shall not inure to the benefit of the Carrier or other bailees.

Minimising Losses
Duty of Assured Clause

8. It is the duty of the Assured and their servants 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 right against carriers, bailees or other third parties are properly preserved and exercised by lodging a monetary claim against railway/ road carriers/ bailees within six months from the date of railway/ lorry receipt or as prescribed by the relevant statute and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

Waiver Clause

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

Avoidance of Delay
Reasonable Despatch Clause

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
Indian Law and Practice Clause

11. This insurance is subject to Indian law and practice

Inland Transit (Rail or Road) – Clause - C - (Fire Risks Only)

Risks Covered
Risks Clause

1. This insurance covers, except as provided in Clauses 2, 3 and 4 below, the risks of physical loss or damage to the insured goods caused by
   a) Fire
   b) Lightning

Exclusions
General Exclusions Clause

2. In no case shall this insurance cover
   2.1. loss, damage or expense attributable to wilful misconduct of the Assured
   2.2. ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
   2.3. loss damage or expense caused by the insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 2.3 “Packing” shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
   2.4. loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against
   2.5. loss damage or expense caused by inherent vice or nature of the subject-matter insured.

War Exclusion Clause

3. In no case shall this insurance cover loss damage or expense caused by
   3.1. war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
   3.2. capture seizure arrest restraint or detainment and the consequences thereof or any attempt thereat
   3.3. derelict mines bombs or other derelict weapons of war.

Strike Exclusion Clause

4. In no case shall this insurance cover loss damage of expense
   4.1. caused by strikers, locked-out workmen or persons taking part in labour disturbance, riots or civil commotions
   4.2. resulting from strikes lock-outs, labour disturbances, riots or civil commotions
   4.3. caused by any terrorist or any person acting from a political motive.
   4.4. deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons

Duration
Transit Clause

5. This insurance attaches with the loading of each bale or package into the wagon / truck for the commencement of transit and continues during the ordinary course of transit including the customary transshipments, if any, and ceases immediately on the unloading of each bale or package.
   a) At the railway station at destination in the policy in respect of transit by rail
   b) At the destination named in the policy in respect of transit by road

Claims
Insurable Interest Clause

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 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 underwriters were not.

Benefit of Insurance
Not to Inure Clause

7. This insurance shall not inure to the benefit of the Carrier or other bailees.

Minimising Losses

Duty of Assured Clause

8. It is the duty of the Assured and their servants 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 right against carriers, bailees or other third parties are properly preserved and exercised by lodging a monetary claim against railway/ road carriers/ bailees within six months from the date of railway/ lorry receipt or as prescribed by the relevant statute and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

Waiver Clause

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

Avoidance of Delay

Reasonable Despatch Clause

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

Indian Law and Practice Clause

11. This insurance is subject to Indian law and practice

Inland Transit (Inland Vessels) Clause- 'A' (All Risks)

(Applicable to all cargoes carried in Rivers, Canals or other smooth waters, including any land transit incidental thereto, including F.O.B. Shipment)

Risks Covered

Risks Clause

1. This insurance covers "all risks" of loss of or damage to the subject-matter insured, except as provided in Clause nos. 2, 3, 4 and 5 below.

Exclusions

General Exclusions Clause

2. In no case shall this insurance cover
   2.1. loss damage or expense attributable to willful misconduct of the Assured
   2.2. ordinary leakage, ordinary loss in weight or volume or ordinary wear and tear of the subject matter insured
   2.3. loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject matter insured (for the purpose of this Clause 2.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants.)
   2.4. loss damage or expense caused by inherent vice or nature of the subject matter insured
   2.5. loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against
   2.6. loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/ or fusion or other like reaction or radioactive force or matter
   2.7. deliberate damage to or deliberate destruction of the subject matter insured or any part thereof by the wrongful act of any person or persons.

Unseaworthiness and Unfitness Exclusion Clause

3.
   3.1. In no case shall this insurance cover loss damage or expense arising from unseaworthiness or unfitness of vessel container or liftvan for the safe carriage of the subject matter insured, where the assured or their servants are privy to such unseaworthiness or unfitness at the time the subject matter insured is loaded therein.

3.2. The Underwriters waive any breach of the implied warranties of seaworthiness of the vessel and fitness of the vessel to carry the subject matter insured to destination unless the Assured or their servants are privy to such unseaworthiness or unfitness.

War Exclusion Clause

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 and the consequences thereof or any attempt threat
   4.3. Derelict mines torpedoes bombs or other derelict weapons of war

Strike Exclusion Clause

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 terrorist or any person acting from a political motive.

Duration

Transit Clause

6. The risk hereunder attaches from the time the goods are handed over to the inland carriers against receipt and continues during the ordinary course of transit and shall cease unless otherwise specified, on expiry of 7 days from the time of arrival of the vessel at destination named in the policy or on delivery, whichever shall first occur. The period of 7 days referred to shall be reckoned from the midnight of the day of arrival of the vessel at the destination.

Change of Voyage Clause

7. Where, after attachment of this insurance, the destination is changed by the Assured , held covered at a premium and on conditions to be arranged subject to prompt notice being given to Underwriters.

Claims

Insurable Interest Clause

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 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 underwriters were not.

Benefit of Insurance

Not to Inure Clause

9. This insurance shall not inure to the benefit of the carrier of other bailee.

Minimising Losses

Duty of Assured Clause

10. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder
    10.1. to take such measures as may be reasonable for the purpose of averting or minimizing such loss and
    10.2. to ensure that all rights against carriers, are properly preserved and exercised by lodging a monetary claim against carriers within six months from the date of issue of bill of lading or as prescribed by the relevant statute and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

Waiver Clause

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

Avoidance of Delay

Reasonable Despatch Clause

12. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.
13. Sailing Warranty
    "Warranted that the voyage shall commence within 7 days from the date handing over of the cargo to the Inland water carrier. If it does not so commence, the risk under the policy shall cease on expiry of 7 days mentioned as above, but shall reattach from the moment the vessel commences the voyage as stated in the Policy".

Law and Practice

Indian Law and Practice Clause

14. This insurance is subject to Indian law and practice

Inland Transit (Inland Vessels) Clause- 'B' (Fire, Stranding, Grounding, Sinking or Capsizing, Collision, Overturning)

(Applicable to all cargoes carried in Rivers, Canals or other smooth waters, including any land transit incidental thereto, including F.O.B. Shipment)

Risks Covered

Risks Clause

1. This insurance covers "all risks" of loss of or damage to the subject-matter insured, except as provided in Clause nos. 2, 3, 4 and 5 below.
   1.1. fire of explosion.
   1.2. Vessel or craft being stranded grounded sunk or capsized.
   1.3. Overturning collision or derailment of land conveyance (where policy is subjected to Warehouse to Warehouse Clause-to be attached.
   1.4. collision or contract of vessel craft or conveyance with any external object other than water
   1.5. discharge of cargo at a port of distress.

Exclusions

General Exclusions Clause

2. In no case shall this insurance cover
   2.1. loss, damage or expense attributable to willful misconduct of the Assured
   2.2. ordinary leakage, ordinary loss in weight or volume or ordinary wear and tear of the subject matter insured
   2.3. loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject matter insured (for the purpose of this Clause 2.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage in a container or liftvan is carried out prior to attachment of this insurance or by the Assured or their servants.)
   2.4. loss damage or expense caused by inherent vice or nature of the subject matter insured
   2.5. loss damage or expense proximately caused by delay even though the delay be caused by a risk insured against
   2.6. loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/ or fusion or other like reaction or radioactive force or matter
   2.7. deliberate damage to or deliberate destruction of the subject matter insured or any part thereof by the wrongful act of any person or persons.

Unseaworthiness and Unfitness Exclusion Clause

3.
   3.1. In no case shall this insurance cover loss damage or expense arising from unseaworthiness or unfitness of vessel container or liftvan for the safe carriage of the subject matter insured, where the assured or their servants are privy to such unseaworthiness or unfitness at the time the subject matter insured is loaded therein.
   3.2. The Underwriters waive any breach of the implied warranties of seaworthiness of the vessel and fitness of the vessel to carry the subject matter insured to destination unless the Assured or their servants are privy to such unseaworthiness or unfitness.

War Exclusion Clause

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 and the consequences thereof or any attempt threat
4.3. derelict mines torpedoes bombs or other derelict weapons of war.

Strike Exclusion Clause

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 terrorist or any person acting from a political motive.

Duration

Transit Clause

6. The risk hereunder attaches from the time the goods are handed over to the inland carriers against receipt and continues during the ordinary course of transit and shall cease unless otherwise specified, on expiry of 7 days from the time of arrival of the vessel at destination named in the policy or on delivery, whichever shall first occur. The period of 7 days referred to shall be reckoned from the midnight of the day of arrival of the vessel at the destination.

Change of Voyage Clause

7. Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to Underwriters.

Claims

Insurable Interest Clause

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 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 underwriters were not.

Benefit of Insurance

Not to Inure Clause

9. This insurance shall not inure to the benefit of the carrier of other bailee.

Minimising Losses

Duty of Assured Clause

10. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder
10.1. to take such measures as may be reasonable for the purpose of averting or minimizing such loss and
10.2. to ensure that all rights against carriers, are properly preserved and exercised by lodging a monetary claim against carriers within six months from the date of issue of bill of lading or as prescribed by the relevant statute and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

Waiver Clause

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

Avoidance of Delay

Reasonable Despatch Clause

12. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.
13. **Sailing Warranty**
"Warranted that the voyage shall commence within 7 days from the date handing over of the cargo to the Inland water carrier. If it does not so commence, the risk under the policy shall cease on

expiry of 7 days mentioned as above, but shall reattach from the moment the vessel commences the voyage as stated in the Policy".

Law and Practice
Indian Law and Practice Clause
14. This insurance is subject to Indian law and practice

Inland Transit (Inland Vessels)– Clause - C - (Fire Risks Only)

(Applicable to all cargoes carried in Rivers, Canals or other smooth waters, including any land transit incidental thereto, including F.O.B. Shipment)

Risks Covered
Risks Clause
1. This insurance covers, except as provided in Clauses 2, 3 and 4 below, the risks of physical loss or damage to the insured goods caused by
   a) Fire
   b) Lightning

Exclusions
General Exclusions Clause
2. In no case shall this insurance cover
   2.1. loss, damage or expense attributable to willful misconduct of the Assured
   2.2. ordinary leakage, ordinary loss in weight or volume or ordinary wear and tear of the subject matter insured
   2.3. loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject matter insured (for the purpose of this Clause 2.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage in a container or liftvan is carried out prior to attachment of this insurance or by the Assured or their servants.)
   2.4. loss damage or expense caused by inherent vice or nature of the subject matter insured
   2.5. loss damage or expense proximately caused by delay even though the delay be caused by a risk insured against
   2.6. loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/ or fusion or other like reaction or radioactive force or matter
   2.7. deliberate damage to or deliberate destruction of the subject matter insured or any part thereof by the wrongful act of any person or persons.

Unseaworthiness and Unfitness Exclusion Clause
3.
   3.1. In no case shall this insurance cover loss damage or expense arising from unseaworthiness or unfitness of vessel container or liftvan for the safe carriage of the subject matter insured, where the assured or their servants are privy to such unseaworthiness or unfitness at the time the subject matter insured is loaded therein.
   3.2. The Underwriters waive any breach of the implied warranties of seaworthiness of the vessel and fitness of the vessel to carry the subject matter insured to destination unless the Assured or their servants are privy to such unseaworthiness or unfitness.

War Exclusion Clause
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 and the consequences thereof or any attempt threat
   4.3. derelict mines torpedoes bombs or other derelict weapons of war.

Strike Exclusion Clause
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 terrorist or any person acting from a political motive.

Duration

Transit Clause

6. The risk hereunder attaches from the time the goods are handed over to the inland carriers against receipt and continues during the ordinary course of transit and shall cease unless otherwise specified, on expiry of 7 days from the time of arrival of the vessel at destination named in the policy or on delivery, whichever shall first occur. The period of 7 days referred to shall be reckoned from the midnight of the day of arrival of the vessel at the destination.

Change of Voyage Clause

7. Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to Underwriters.

Claims

Insurable Interest Clause

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 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 underwriters were not.

Benefit Of Insurance

Not to Inure Clause

9. This insurance shall not inure to the benefit of the Carrier or other bailees.

Minimising Losses

Duty of Assured Clause

10. It is the duty of the Assured and their servants 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 right against carriers, bailees or other third parties are properly preserved and exercised by lodging a monetary claim against railway/ road carriers/ bailees within six months from the date of railway/ lorry receipt or as prescribed by the relevant statute and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

Waiver Clause

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

Avoidance Of Delay

Reasonable Despatch Clause

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

13. **Sailing Warranty**

"Warranted that the voyage shall commence within 7 days from the date handing over of the cargo to the Inland water carrier. If it does not so commence, the risk under the policy shall cease on expiry of 7 days mentioned as above, but shall reattach from the moment the vessel commences the voyage as stated in the Policy".

Law and Practice

Indian Law and Practice Clause

14. This insurance is subject to Indian law and practice

Strikes Riots and Civil Commotion Clause
(Inland Transit not in conjunction with Ocean Going Voyage)

Risks Covered

Risks Clause

1. Subject otherwise to the terms, conditions and warranties of the Policy on goods against transit risks, this insurance covers, except as provided in clause 2 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 terrorist or any persons acting from a political motive.

Exclusions

General Exclusions Clause

2. In no case shall this insurance cover
   2.1. loss damage or expense proximately caused by delay, inherent vice or nature of the subject matter insured
   2.2. loss damage or expense proximately caused by the absence, shortage or withholding of labour of any description whatsoever during any strike, lockout labour disturbance, riot or civil commotion.
   2.3. any claim for expenses arising from delay or other consequential or indirect loss or damage of any kind
   2.4. loss damage or expenses caused by war, civil war, revolution, rebellion, insurrection or civil strife arising therefrom, or any hostile act by or against a belligerent power

Institute Frozen/Chilled Food Clauses (A)

(suitable for food in a mechanically temperature-controlled environment)
Cl.430, 01.03.2017

RISKS COVERED

Risks Clause

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 Clause

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

General Exclusions Clause

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 (except loss damage or expense resulting from variation in temperature whilst this insurance is in force)

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/aircraft where, at the time of loading of the subject-matter insured on board the vessel/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 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

4.8. loss damage or expense arising from any failure of the Assured or their employees to take all reasonable precautions to ensure that the subject-matter insured is kept in refrigerated or, where appropriate, properly insulated and cooled space

4.9. any loss damage or expense otherwise recoverable hereunder unless prompt notice thereof is given to the Insurers and, in any event, not later than 30 days after the termination of this insurance.

Unseaworthiness and Unfitness Exclusion Clause

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.

War Exclusion Clause

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

6.4. embargo, or by rejection prohibition or detention by any government or their agencies or departments.

Strike Exclusion Clause

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 loaded into the conveyance at the freezing/cooling works or at the cold store (at the place named in the contract of insurance) for the commencement of transit, continues during the ordinary course of transit and terminates either

8.1.1. on delivery to the cold store or place of storage at the destination named in the contract of insurance, or

8.1.2. on delivery to any other cold store 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 5 days after completion of discharge overside of the subject-matter insured from the oversea vessel or after completion of unloading of the subject matter insured from the aircraft at the final place of discharge whichever shall first occur.

8.2. If, after discharge overside from the oversea vessel, or 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 8.1.1 to 8.1.4 above, shall not extend beyond the commencement of transit to such other destination.

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

Termination of Contract of Carriage Clause

9. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the 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 30 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 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 8 above.

Change of Voyage/Transit Clause

10.

10.1. Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to the 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 above), but, without the knowledge of the Assured or their employees the vessel sails/aircraft leaves for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

CLAIMS

Insurable Interest Clause

11.

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

11.2. Subject to 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 Clause

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 Clause

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 Clause

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

Not to Inure Clause

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 Clause

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 Clause

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

Reasonable Dispatch Clause

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

English Law and Practice Clause

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.*

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

Institute Frozen/Chilled Food Clauses (A) – 24 Hours Breakdown

(suitable for food in a mechanically temperature-controlled environment)
Cl.423, 01.03.2017

RISKS COVERED

Risks Clause

1. This insurance covers, except as excluded by the provisions of Clauses 4, 5, 6 and 7 below,
   1.1. all risks of loss of or damage to the subject-matter insured, other than loss or damage resulting from any variation in temperature howsoever caused,
   1.2. loss of or damage to the subject-matter insured resulting from any variation in temperature attributable to
      1.2.1. breakdown of refrigerating machinery resulting in its stoppage for a period of not less than 24 consecutive hours
      1.2.2. fire or explosion
      1.2.3. vessel or craft being stranded grounded sunk or capsized
      1.2.4. overturning or derailment of land conveyance
      1.2.5. collision or contact of vessel craft or conveyance with any external object other than water
      1.2.6. discharge of cargo at a place of distress.

General Average Clauses

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

General Exclusion Clause

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 (except loss damage or expense resulting from variation in temperature specifically covered under Clause 1.2 above)
   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/aircraft where, at the time of loading of the subject-matter insured on board the vessel/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 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
   4.8. loss damage or expense arising from any failure of the Assured or their employees to take all reasonable precautions to ensure that the subject-matter insured is kept in refrigerated or, where appropriate, properly insulated and cooled space
   4.9. any loss damage or expense otherwise recoverable hereunder unless prompt notice thereof is given to the Insurers and, in any event, not later than 30 days after the termination of this insurance.

Unseaworthiness And Unfitness Exclusion Clause

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.

War Exclusion Clause

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

6.4. embargo, or by rejection prohibition or detention by any government or their agencies or departments.

Strike Exclusion Clause

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 loaded into the conveyance at the freezing/cooling works or at the cold store (at the place named in the contract of insurance) for the commencement of transit, continues during the ordinary course of transit and terminates either
      8.1.1. on delivery to the cold store or place of storage at the destination named in the contract of insurance, or
      8.1.2. on delivery to any other cold store 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 5 days after completion of discharge overside of the subject-matter insured from the oversea vessel or after completion of unloading of the subject-matter insured from the aircraft, at the final place of discharge whichever shall first occur.
   8.2. If, after discharge overside from the oversea vessel, or 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 for in Clauses 8.1.1 to 8.1.4 above, shall not extend beyond the commencement of transit to such other destination.
   8.3. This insurance shall remain in force (subject to termination as provided for in Clauses 8.1.1 to 8.1.4 above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

Termination of Contract of Carriage Clause

9. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the 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 30 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 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 8 above.

Change of Voyage/Transit Clause

10.

10.1. Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to the 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 above), but, without the knowledge of the Assured or their employees the vessel sails/aircraft leaves for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

CLAIMS

Insurable Interest Clause

11.

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

11.2. Subject to 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 Clause

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 Clause

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 Clause

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

Not to Inure Clause

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 Clause
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 Clause
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
Reasonable Despatch Clause
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
English Law and Practice Clause
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.*

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

Institute Frozen/Chilled Meat Clauses (A)

(suitable for meat in a mechanically temperature-controlled environment)
Cl.425, 01.03.2017

RISKS COVERED
Risks Clauses
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 Clause
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
General Exclusion Clause
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 (except loss damage or expense resulting from variation in temperature whilst this insurance is in force)
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/aircraft where, at the time of loading of the subject-matter insured on board the vessel/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 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
4.8. loss damage or expense arising from any failure of the Assured or their employees to take all reasonable precautions to ensure that the subject-matter insured is kept in refrigerated or, where appropriate, properly insulated and cooled space.

Unseaworthiness And Unfitness Exclusion Clause

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.

War Exclusion Clause

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
6.4. embargo, or by rejection prohibition or detention by any government or their agencies or departments.

Strike Exclusion Clause

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

8.1.1. the subject-matter insured passes into the cooling and/or freezing chambers of the works (at the place named in the contract of insurance), provided that the period in such chambers prior to shipment on board the oversea vessel or aircraft shall not exceed 60 days unless prompt notice be given to the Insurers and an additional premium paid for each further period of 30 days or part thereof.

8.1.2. the subject-matter insured is loaded into the conveyance at the freezing/cooling works or at the cold store (at the place named in the contract of insurance) for the commencement of transit.

8.1.3. of loading of the subject-matter insured into the oversea vessel or aircraft.

Note: Underwriter shall delete the Section Not Applicable from 8.1.1., 8.1.2. or 8.1.3 above.

8.2. This insurance continues during the ordinary course of transit to and whilst in

8.2.1. cold store at the destination named in the contract of insurance, or

8.2.2. any other cold store which the Assured elect to use following discharge of the subject-matter insured from the oversea vessel, or after unloading from the aircraft, at the place of discharge either

8.2.2.1. for storage other than in the ordinary course of transit or

8.2.2.2. for allocation or distribution.

8.3. This insurance terminates either

8.3.1. 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

8.3.1.1. for transit to a destination in the Continent of Europe (including Eire and the United Kingdom), U.S.A. or Canada on the expiry of 30 days

8.3.1.2. for transit to a destination elsewhere on the expiry of 5 days after completion of discharge of the subject-matter insured from the oversea vessel or, after completion of unloading of the subject-matter insured from the aircraft at the final place of discharge, whichever shall first occur.

8.4. This insurance terminates on disposal of the subject-matter insured other than by storage as in Clauses 8.2.1 or 8.2.2 above (except with the prior consent of the Insurers) or on removal from cold store before the expiry of the relevant period in Clauses 8.3.1.1 or 8.3.1.2 above.

8.5. If, after discharge overside from the oversea vessel, or 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 for in Clauses 8.3 and 8.4 above, shall not extend beyond the commencement of transit to such other destination.

8.6. This insurance shall remain in force (subject to termination as provided for in Clauses 8.3 and 8.4 above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

Termination of Contract of Carriage Clause

9. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the 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 30 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 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 8 above.

Change of Voyage/Transit Clause

10.

10.1. Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to the 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 above), but, without the knowledge of the Assured or their employees the vessel sails/aircraft leaves for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

CLAIMS

Insurable Interest Clause

11.

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

11.2. Subject to 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.

Prompt Notice Clause

12. Prompt notice of any loss damage or deterioration shall be given to the Insurers upon first discovery and any claim for damage or deterioration is conditional upon the Insurers having been given an opportunity to inspect such damage or deterioration before termination of this insurance.

Forwarding Charges Clause

13. 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 13, 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 Clause

14. 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.

Adjustment Clause

15. Should the subject-matter insured or any part thereof not be shipped any claim in respect thereto shall be adjusted on the basis of its insured value less, where included, freight, duty and all charges not incurred.

Increased Value Clause

16.

16.1. 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.

16.2. 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

Not to Inure Clause

17. This insurance
17.1 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,
17.2 shall not extend to or otherwise benefit the carrier or other bailee.

MINIMISING LOSSES

Duty of Assured Clause

18. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder
18.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and
18.2 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 Clause

19. 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

Reasonable Despatch Clause

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

LAW AND PRACTICE

English Law and Practice Clause

21. 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.*

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

Institute Frozen/Chilled Meat Clauses (A) - 24 Hours Breakdown

(suitable for meat in a mechanically temperature-controlled environment)
Cl.426, 01.03.2017

RISKS COVERED

Risks Clauses

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

1.1. all risks of loss of or damage to the subject-matter insured, other than loss or damage resulting from any variation in temperature howsoever caused,

1.2. loss of or damage to the subject-matter insured resulting from any variation in temperature attributable to

1.2.1. breakdown of refrigerating machinery resulting in its stoppage for a period of not less than 24 consecutive hours

1.2.2. fire or explosion

1.2.3. vessel or craft being stranded grounded sunk or capsized

1.2.4. overturning or derailment of land conveyance

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

1.2.6. discharge of cargo at a place of distress.

General Average Clause

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

General Exclusion Clause

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 (except loss damage or expense resulting from variation in temperature specifically covered under Clause 1.2 above)

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/aircraft where, at the time of loading of the subject-matter insured on board the vessel/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 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

4.8. loss damage or expense arising from any failure of the Assured or their employees to take all reasonable precautions to ensure that the subject-matter insured is kept in refrigerated or, where appropriate, properly insulated and cooled space.

Unseaworthiness and Unfitness Exclusion Clause

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.

War Exclusion Clause

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.

6.4. embargo, or by rejection prohibition or detention by any government or their agencies or departments.

Strike Exclusion Clause

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

8.1.1. the subject-matter insured passes into the cooling and/or freezing chambers of the works (at the place named in the contract of insurance), provided that the period in such chambers prior to shipment on board the oversea vessel or aircraft shall not exceed 60 days unless prompt notice be given to the Insurers and an additional premium paid for each further period of 30 days or part thereof.

8.1.2. the subject-matter insured is loaded into the conveyance at the freezing/cooling works or at the cold store (at the place named in the contract of insurance) for the commencement of transit.

8.1.3. of loading of the subject-matter insured into the oversea vessel or aircraft.

Note: Underwriter shall delete the Section Not Applicable from 8.1.1., 8.1.2. or 8.1.3 above.

8.2. This insurance continues during the ordinary course of transit to and whilst in

8.2.1. cold store at the destination named in the contract of insurance or

8.2.2. any other cold store which the Assured elect to use following completion of discharge of the subject-matter insured from the oversea vessel, or after unloading from the aircraft, at the final place of discharge either

8.2.2.1. for storage other than in the ordinary course of transit or

8.2.2.2. for allocation or distribution.

8.3. This insurance terminates either

8.3.1. 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

8.3.1.1. for transit to a destination in the Continent of Europe (including Eire and the United Kingdom), U.S.A. or Canada on the expiry of 30 days

8.3.1.2. for transit to a destination elsewhere on the expiry of 5 days after completion of discharge of the subject-matter insured from the oversea vessel or, after completion of unloading of the subject-matter insured from the aircraft at the final place of discharge, whichever shall first occur.

8.4. This insurance terminates on disposal of the subject-matter insured other than by storage as in Clauses 8.2.1 or 8.2.2 above (except with the prior consent of the Insurers) or on removal from cold store before the expiry of the relevant period in Clauses 8.3.1.1 or 8.3.1.2 above.

8.5. If, after discharge overside from the oversea vessel, or 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 for in Clauses 8.3 and 8.4 above, shall not extend beyond the commencement of transit to such other destination.

8.6. This insurance shall remain in force (subject to termination as provided for in Clauses 8.3 and 8.4 above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

Termination of Contract of Carriage Clause

9. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the 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 30 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 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 8 above.

Change of Voyage/Transit Clause

10.

10.1. Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to the 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 above), but, without the knowledge of the Assured or their employees the vessel sails/aircraft leaves for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

CLAIMS

Insurable Interest Clause

11.

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

11.2. Subject to 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.

Prompt Notice Clause

12. Prompt notice of any loss damage or deterioration shall be given to the Insurers upon first discovery and any claim for deterioration or damage is conditional upon the Insurers having been given an opportunity to inspect such deterioration or damage before termination of this insurance.

Forwarding Charges Clause

13. 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 13, 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.

Constructive Total Loss Clause

14. 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.

Adjustment Clause

15. Should the subject-matter insured or any part thereof not be shipped any claim in respect thereto shall be adjusted on the basis of its insured value less, where included, freight, duty and all charges not incurred.

Increased Value Clauses

16.

16.1. 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.

16.2. 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

Not to Inure Clause

17. This insurance

17.1. 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,

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

MINIMISING LOSSES

Duty of Assured Clause

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

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

18.2. 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 Clause

19. 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

Reasonable Despatch Clause

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

LAW AND PRACTICE

English Law and Practice Clause

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.*

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

Institute Frozen/Chilled Food Clauses (C)

(suitable for food in a mechanically temperature-controlled environment)
Cl.431, 01.03.2017

RISKS COVERED

Risks Clause

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 place 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 Clause

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

General Exclusions Clause

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/aircraft where, at the time of loading of the subject-matter insured on board the vessel/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 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

4.9. loss damage or expense arising from any failure of the Assured or their employees to take all reasonable precautions to ensure that the subject-matter insured is kept in refrigerated or, where appropriate, properly insulated and cooled space

4.10. any loss damage or expense otherwise recoverable hereunder unless prompt notice thereof is given to the Insurers and, in any event, not later than 30 days after the termination of this insurance.

Unseaworthiness and Unfitness Exclusion Clause

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.

War Exclusion Clause

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.

6.4. embargo, or by rejection prohibition or detention by any government or their agencies or departments.

Strike Exclusion Clause

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 loaded into the conveyance at the freezing/cooling works or at the cold store (at the place named in the contract of insurance) for the commencement of transit, continues during the ordinary course of transit and terminates either

8.1.1. on delivery to the cold store or place of storage at the destination named in the contract of insurance, or

8.1.2. on delivery to any other cold store 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 5 days after completion of discharge overside of the subject-matter insured from the oversea vessel or, after completion of unloading of the subject-matter insured from the aircraft at the final place of discharge, whichever shall first occur.

8.2. If, after discharge overside from the oversea vessel, or 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 8.1.1 to 8.1.4 above, shall not extend beyond the commencement of transit to such other destination.

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

Termination of Contract of Carriage Clause

9. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the 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 30 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 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 8 above.

Change of Voyage/Transit Clause

10.

10.1. Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to the 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 above), but, without the knowledge of the Assured or their employees the ship sails/aircraft leaves for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

CLAIMS

Insurable Interest Clause

11.

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

11.2. Subject to 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 Clause

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 Clause

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 Clause

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

Not to Inure Clause

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 Clause

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 Clause

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

Reasonable Dispatch Clause

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

English Law and Practice Clause

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.*

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

Institute Frozen/Chilled Meat Clauses (C) And 24 Hours Breakdown

(suitable for meat in a mechanically temperature-controlled environment)
Cl.427.01.03.2017

RISKS COVERED

Risks Clause

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. breakdown of refrigerating machinery resulting in its stoppage for a period of not less than 24 consecutive hours
     - 1.1.2. fire or explosion
     - 1.1.3. vessel or craft being stranded grounded sunk or capsized
     - 1.1.4. overturning or derailment of land conveyance
     - 1.1.5. collision or contact of vessel craft or conveyance with any external object other than water
     - 1.1.6. discharge of cargo at a place 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 Clause

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

General Exclusion Clause

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 (except loss damage or expense covered under Clause 1.1.1 above)
   - 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/aircraft where, at the time of loading of the subject-matter insured on board the vessel/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 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

4.9. loss damage or expense arising from any failure of the Assured or their employees to take all reasonable precautions to ensure that the subject-matter insured is kept in refrigerated or, where appropriate, properly insulated and cooled space.

Unseaworthiness and Unfitness Clause

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.

War Exclusion Clause

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

6.4. embargo, or by rejection prohibition or detention by any government or their agencies or departments.

Strike Exclusion Clause

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

8.1.1. the subject-matter insured passes into the cooling and/or freezing chambers of the works (at the place named in the contract of insurance), provided that the period in such chambers prior to shipment on board the oversea vessel or aircraft shall not exceed 60 days unless prompt notice be given to the Insurers and an additional premium paid for each further period of 30 days or part thereof.

8.1.2. the subject-matter insured is loaded into the conveyance at the freezing/cooling works or at the cold store (at the place named in the contract of insurance) for the commencement of transit.

8.1.3. of loading of the subject-matter insured into the oversea vessel or aircraft.

Note: Underwriter shall delete the Section Not Applicable from 8.1.1., 8.1.2. or 8.1.3 above.

8.2. This insurance continues during the ordinary course of transit to and whilst in

8.2.1. cold store at the destination named in the contract of insurance, or

8.2.2. any other cold store which the Assured elect to use following completion of discharge of the subject-matter insured from the oversea vessel, or after unloading from the aircraft, at the final place of discharge either

8.2.2.1. for storage other than in the ordinary course of transit or

8.2.2.2. for allocation or distribution

8.3. This insurance terminates either

8.3.1. 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

8.3.1.1. for transit to a destination in the Continent of Europe (including Eire and the United Kingdom), U.S.A. or Canada on the expiry of 30 days

8.3.1.2. for transit to a destination elsewhere on the expiry of 5 days after completion of discharge overside of the subject-matter insured from the oversea vessel or, after completion of unloading of the subject-matter insured from the aircraft at the final place of discharge, whichever shall first occur.

8.4. This insurance terminates on disposal of the subject-matter insured other than by storage as in Clauses 8.2.1 or 8.2.2 above (except with the prior consent of the Insurers) or on removal from cold store before the expiry of the relevant period in Clauses 8.3.1.1 or 8.3.1.2 above.

8.5. If, after discharge overside from the oversea vessel, or 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 for in Clauses 8.3 and 8.4 above, shall not extend beyond the commencement of transit to such other destination.

8.6. This insurance shall remain in force (subject to termination as provided for in Clauses 8.3 and 8.4 above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

Termination of Contract of Carriage Clause

9. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the 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 30 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 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 8 above.

Change of Voyage/Transit Clause

10.

10.1. Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to the 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 above), but, without the knowledge of the Assured or their employees the vessel sails/aircraft leaves for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

CLAIMS

Insurable Interest Clause

11.

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

11.2. Subject to 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.

Prompt Notice Clause

12. Prompt notice of any loss damage or deterioration shall be given to the Insurers upon first discovery and any claim for depreciation or damage is conditional upon Insurers having been given an opportunity to inspect such depreciation or damage before termination of this insurance.

Forwarding Charges Clause

13. 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 13, 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 Clause

14. 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.

Adjustment Clause

15. Should the subject-matter insured or any part thereof not be shipped any claim in respect thereto shall be adjusted on the basis of its insured value less, where included, freight, duty and all charges not incurred.

Increased Value Clause

16.

16.1. 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.

16.2. 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

Not to Inure Clause

17. This insurance
    17.1. 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,
    17.2. shall not extend to or otherwise benefit the carrier or other bailee.

MINIMISING LOSSES

Duty of Assured

18. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder
    18.1. to take such measures as may be reasonable for the purpose of averting or minimising such loss, and
    18.2. 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 Clause

19. 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

Reasonable Despatch Clause

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

LAW AND PRACTICE

English Law and Practice Clause

21. 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.*

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

Institute Strikes Clauses (Frozen/Chilled Food)

(suitable for food in a mechanically temperature-controlled environment)
Cl.424, 01.03.2017

RISKS COVERED

Risks Clauses

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 Clause

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

General Exclusion Clause

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 insure
   - 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/aircraft where, at the time of loading of the subject-matter insured on board the vessel/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 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 equipment, power, fuel, coolant, refrigerant or 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
   - 3.11. any loss damage or expense otherwise recoverable hereunder unless prompt notice thereof is given to the Insurers and, in any event, not later than 30 days after the termination of this insurance
   - 3.12. embargo, or by rejection prohibition or detention by any government or their agencies or departments.

Unseaworthiness And Unfitness Exclusion Clause

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 loaded into the conveyance at the freezing/cooling works or at the cold store (at the place

named in the contract of insurance) for the commencement of transit, continues during the ordinary course of transit and terminates either

5.1.1. on delivery to the cold store or place of storage at the destination named in the contract of insurance,

5.1.2. on delivery to any other cold store 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 5 days after completion of discharge overside of the subject-matter insured from the oversea vessel or, after completion of unloading of the subject-matter insured from the aircraft at the final place of discharge whichever shall first occur.

5.2. If, after completion of discharge overside from the oversea vessel, or 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 5.1.1 to 5.1.4 above, shall not extend beyond 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 transhipment and during any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

Termination of Contract of Carriage Clause

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 delivery 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 30 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 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 5 above.

Change of Voyage/Transit Clause

7.

7.1. Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to the 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 above), but, without the knowledge of the Assured of their employees the vessel sails/aircraft leaves for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

CLAIMS

Insurable Interest Clause

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 Clause

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

Not to Insure Clause

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 Clause

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 Clause

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

Reasonable Despatch Clause

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

English Law and Practice Clause

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.*

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

Institute Strikes Clauses (Frozen/Chilled Meat)

(suitable for meat in a mechanically temperature-controlled environment)
Cl.428, 01.03.2017

RISKS COVERED

Risks Clause

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 Clause

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

General Exclusions Clause

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/aircraft where, at the time of loading of the subject-matter insured on board the vessel/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 voyage.

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

3.7. loss damage or expense arising from the absence shortage or withholding of equipment, power, fuel, coolant refrigerant or 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

3.11. embargo, or by rejection prohibition or detention by any government or their agencies or departments.

Unseaworthiness And Unfitness Exclusion Clause

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

5.1.1. the subject-matter insured passes into the cooling and/or freezing chambers of the works (at the place named in the contract of insurance), provided that the period in such chambers prior to shipment on board the oversea vessel or aircraft shall not exceed 60 days unless prompt notice be given to the Insurers and an additional premium paid for each further period of 30 days or part thereof.

5.1.2. the subject-matter insured is loaded into the conveyance at the freezing/cooling works or at the cold store (at the place named in the contract of insurance) for the commencement of transit.

5.1.3. of loading of the subject-matter insured into the oversea vessel or aircraft.

Note: Underwriter shall delete the Section Not Applicable from 5.1.1., 5.1.2. or 5.1.3 above.

5.2. This insurance continues during the ordinary course of transit to and whilst in

5.2.1. cold store at the destination named in the contract of insurance

Or

5.2.2. any other cold store which the Assured elect to use following completion of discharge of the subject-matter insured from the oversea vessel, or after unloading from the aircraft at the final place of discharge either

5.2.2.1. for storage other than in the ordinary course of transit or

5.2.2.2. for allocation or distribution

5.3. This insurance terminates either

5.3.1. 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

5.3.2. *for transit to a destination*

5.3.2.1. *in the Continent of Europe (including Eire and the United Kingdom), U.S.A. or Canada* on the expiry of 30 days

5.3.2.2. *elsewhere* on the expiry of 5 days after completion of discharge overside of the subject-matter insured from the oversea vessel or, after completion of unloading of the subject-matter insured from the aircraft at the final place of discharge, whichever shall first occur.

5.4. This insurance terminates on disposal of the subject-matter insured other than by storage as in Clauses 5.2.1 or 5.2.2 above (except with the prior consent of the Insurers) or on removal from cold store before the expiry of the relevant period in Clauses 5.3.2.1 or 5.3.2.2 above.

5.5. If, after discharge overside from the oversea vessel, or 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 for in Clauses 5.3 and 5.4 above, shall not extend beyond the commencement of transit to such other destination.

5.6. This insurance shall remain in force (subject to termination as provided for in Clauses 5.3 and 5.4 above and to the provisions of Clause 6 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation

of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

Termination of Contract of Carriage Clause

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 delivery 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 the 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 30 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 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 5 above.

Change of Voyage/Transit Clause

7.

7.1. Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to the 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 above), but, without the knowledge of the Assured or their employees the vessel sails/aircraft leaves for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

CLAIMS

Insurable Interest Clause

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.

Prompt Notice Clause

9. Prompt notice of any loss damage or deterioration shall be given to the Insurers upon first discovery and any claim for depreciation or damage is conditional upon the Insurers having been given an opportunity to inspect such depreciation or damage before termination of this insurance.

Adjustment Clause

10. Should the subject-matter insured, or any part thereof not be shipped any claim in respect thereto shall be adjusted on the basis of its insured value less, where included, freight, duty and all charges not incurred.

Increased Value Clause

11. A

11.1. 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.

11.2. 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

Not to Inure Clause

12. This insurance

12.1. 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,

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

MINIMISING LOSSES

Duty of Assured Clause

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

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

13.2. 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 Clause

14. 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

Reasonable Despatch Clause

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

LAW AND PRACTICE

English Law and Practice Clause

16. 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.*

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

Frozen/Chilled Food Extension Clauses

(suitable for food in a mechanically temperature-controlled environment)

Cl.422, 01.03.2017

RISKS COVERED

Risks Clause

1. Subject always to the subject-matter insured being in sound condition at the time of attachment, this insurance covers, except as excluded by the provisions of Clauses 4, 5, 6 and 7 below, loss of, deterioration of, or damage to the subject-matter insured which shall arise during the currency of this insurance.

General Average Clause

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

General Exclusion Clause

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 arising from infection prior to attachment of this insurance, bone taint, salmonella, fault in preparation dressing cooling freezing wrapping or packaging
   - 4.5. claims arising from loss of market
   - 4.6. loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel/aircraft where, at the time of loading of the subject-matter insured on board the vessel/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 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
   - 4.8. loss damage or expense arising from any failure of the Assured or their employees to take all reasonable precautions to ensure that the subject-matter insured is kept in refrigerated or, where appropriate, properly insulated and cooled space
   - 4.9. any loss damage or expense otherwise recoverable hereunder unless prompt notice thereof is given to the Insurers and, in any event, not later than 30 days after the termination of this insurance.

Unseaworthiness and Unfitness Exclusion Clause

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.

War Exclusion Clause

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
   6.4. embargo, or by rejection prohibition or detention by any government or their agencies or departments.

Strike Exclusion Clause

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 loaded into the conveyance at the freezing/cooling works or at the cold store (at the place named in the contract of insurance) for the commencement of transit, continues during the ordinary course of transit and terminates either
      8.1.1. on delivery to the cold store or place of storage at the destination named in the contract of insurance, or
      8.1.2. on delivery to any other cold store 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 5 days after completion of discharge overside of the subject-matter insured from the oversea vessel, or, after completion of unloading of the subject-matter insured from the aircraft at the final place of discharge, whichever shall first occur.
   8.2. If, after discharge overside from the oversea vessel, or 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 for in Clauses 8.1.1 to 8.1.4 above, shall not extend beyond the commencement of transit to such other destination.
   8.3. This insurance shall remain in force (subject to termination as provided for in Clauses 8.1.1 to 8.1.4 above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.
   8.4. In the absence of prior notice to the Insurers and agreement of any additional premium required by them, this insurance excludes any claim for deterioration of or damage to the subject-matter insured where the period between the first passing of the subject-matter insured into a freezing/cooling chamber and attachment of this insurance exceeds 60 days.

Termination of Contract of Carriage Clause

9. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the 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 30 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 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 8 above.

Change of Voyage/Transit Clause

10.
   10.1. Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to the 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 above), but, without the knowledge of the Assured or their employees the vessel sails/aircraft leaves for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

CLAIMS

Insurable Interest Clause

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

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 Clause

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 Clause

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

Not to Inure Clause

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 Clause

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,

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 Clause

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

Reasonable Despatch Clause

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

English Law and Practice Clause

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.*

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

Frozen/Chilled Meat Extension Clauses

(suitable for meat in a mechanically temperature-controlled environment)
Cl.429, 01.03.2017

RISKS COVERED

Risks Clause

1. Subject always to the subject-matter insured being in sound condition at the time of attachment, this insurance covers, except as excluded by the provisions of Clauses 4, 5, 6 and 7 below, loss of,

deterioration of, or damage to the subject-matter insured which shall arise during the currency of this insurance.

General Average Clause

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

General Exclusions Clause

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 arising from infection prior to attachment of this insurance, bone taint, salmonella, fault in preparation, dressing, cooling, freezing, wrapping or packaging
   - 4.5. claims arising from loss of market
   - 4.6. loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel/aircraft where, at the time of loading of the subject-matter insured on board the vessel/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 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
   - 4.8. loss damage or expense arising from any failure of the Assured or their employees to take all reasonable precautions to ensure that the subject-matter insured is kept in refrigerated or, where appropriate, properly insulated and cooled space.

Unseaworthiness and Unfitness Clause

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.

War Exclusion Clause

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
   6.4. embargo, or by rejection prohibition or detention by any government or their agencies or government departments.

Strike Exclusion Clause

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
      8.1.1. the subject-matter insured passes into the cooling and/or freezing chambers of the works (at the place named in the contract of insurance), provided that the period in such chambers prior to shipment on board the oversea vessel or aircraft shall not exceed 60 days unless prompt notice be given to the Insurers and an additional premium paid for each further period of 30 days or part thereof.
      8.1.2. the subject-matter insured is loaded into the conveyance at the freezing/cooling works or at the cold store (at the place named in the contract of insurance) for the commencement of transit.
      8.1.3. of loading of the subject-matter insured into the oversea vessel or aircraft.

   Note: Underwriter shall delete the Section Not Applicable from 8.1.1., 8.1.2. or 8.1.3 above.

   8.2. This insurance continues during the ordinary course of transit to and whilst in
      8.2.1. cold store at the destination named in the contract of insurance or
      8.2.2. any other cold store which the Assured elect to use following discharge of the subject-matter insured from the oversea vessel, or after unloading from the aircraft, at the place of discharge either
         8.2.2.1. for storage other than in the ordinary course of transit or
         8.2.2.2. for allocation or distribution.
   8.3. This insurance terminates either
      8.3.1. 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
         8.3.1.1. for transit to a destination in the Continent of Europe (including Eire and the United Kingdom), U.S.A. or Canada on the expiry of 30 days
         8.3.1.2. for transit to a destination elsewhere on the expiry of 5 days after discharge of the subject-matter insured from the oversea vessel or after completion of unloading of the subject-matter insured from the aircraft at the final place of discharge, whichever shall first occur.
   8.4. This insurance terminates on disposal of the subject-matter insured other than by storage as in Clauses 8.2.1 or 8.2.2 above (except with the prior consent of the Insurers) or on removal from cold store before the expiry of the relevant period in Clauses 8.3.1.1 or 8.3.1.2 above.
   8.5. If, after discharge overside from the oversea vessel, or 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 for in Clauses 8.3 and 8.4 above, shall not extend beyond the commencement of transit to such other destination.

8.6. This insurance shall remain in force (subject to termination as provided for in Clauses 8.3 and 8.4 above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

8.7. In the absence of prior notice to the Insurers and agreement of any additional premium required by them, this insurance excludes any claim for deterioration of or damage to the subject-matter insured where the period in freezing/cooling works and in any cold store, before loading into the conveyance for commencement of the transit, exceeds 60 days.

Termination of Contract of Carriage Clause

9. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the 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 30 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 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 8 above.

Change of Voyage/Transit Clause

10.

10.1. Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to the 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 above), but, without the knowledge of the Assured or their employees the vessel sails/aircraft leaves for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

CLAIMS

Insurable Interest Clause

11.

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

11.2. Subject to 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.

Prompt Notice Clause

12. Prompt notice of any deterioration loss or damage shall be given to the Insurers upon first discovery and any claim for depreciation or damage is conditional upon the Insurers having been given an opportunity to inspect such depreciation or damage before termination of this insurance.

Forwarding Charges Clause

13. 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 13, 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 Clause

14. 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.

Adjustment Clause

15. Should the subject-matter insured or any part thereof not be shipped any claim in respect thereto shall be adjusted on the basis of its insured value less, where included, freight, duty and all charges not incurred.

Increased Value Clause

16.

16.1. 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.

16.2. 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

Not to Inure Clause

17. This insurance

17.1. 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,

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

MINIMISING LOSSES

Duty of Assured Clause

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

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

18.2. 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 Clause

19. 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

Reasonable Despatch Clause

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

LAW AND PRACTICE

English Law and Practice Clause

21. 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.*

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

Stock Throughput Extension Clause

This Policy is extended to include loss or damage to the insured goods against Coverage Opted by the Assured and mentioned in the Policy Schedule, whilst in Store (additional to that already provided for during the ordinary course of transit) in purpose built warehouses or places of store nominated by the Assured and Agreed by underwriters in advance of inception of risk or subsequently during the Policy Period, Subject to the Terms, Conditions, Exclusions, Clauses, Warranties and Deductible of this Policy and always provided that the Company will not pay for any loss or damage or expense arising out of the following:

1. Stock taking losses, unexplained losses and/or mysterious disappearances.
2. Loss and/or damage to the subject matter insured caused by processing, errors in processing and/or as a direct result of being worked upon unless due to an external cause otherwise covered by this Policy.
3. Storage at retail stores/premises, unless specifically agreed and mentioned in the Policy Schedule.
4. Deterioration of goods due to change in temperature or humidity or inadequate operation of an air-conditioning cooling or hearing system.
5. Contamination, pollution, corrosion, vermin, fungus, rot, gradual deterioration or deformation.
6. Loss or damage resulting from theft unless accompanied by violence to persons or threat of violence or forcible and violent entry to or exit from the premises.
7. Loss or damage caused by storm, tempest, water, hail, frost or snow to goods stored in the open or in open sided buildings.
8. Infidelity or acts of fraud or dishonesty of any Partner or Director, Employee of the Assured whether acting alone or in collusion with others.
9. Consequential loss or damage or legal liability of any kind.
10. Malicious act or acts of sabotage by any person or persons acting on behalf of or in connection with any organisation, unless specifically agreed and mentioned in the Policy Schedule.
11. Riot and Strikes and Civil Commotions including but not be limited to
    a. any act committed in the course of disturbances of the public peace by any person taking part together with others in such disturbances; or
    b. any wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out whether or not such act is committed in the course of a disturbance of the public peace; or
    c. any act of any lawfully constituted Authority for the purpose of suppressing or minimising the consequences of any existing disturbances of the public peace or for the purpose of preventing any such act is referred to in paragraph above or minimising the consequences thereof

    unless specifically agreed and mentioned in the Policy Schedule
12. Acts of terrorism committed by a person or persons acting on behalf of or in connection with any organisation, unless specifically agreed and mentioned in the Policy Schedule.
    For the purpose of this exclusion Terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities

in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

13. Loss, destruction or damage caused by war, invasion, act of foreign enemy hostilities or war like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
14. Loss, destruction or damage directly or indirectly caused to the goods and / or merchandise Assured(s) by:
    a. ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
    b. the radioactive toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Special Condition:
Cover under this Extension continues until delivery to final Customer's Premises or until such time that the Insured`s Interest ceases whichever first occurs.

Process Clause

This insurance remains in full force whilst the Subject-matter insured is under any process, manufacture, conversion, treatment and the like but in no case shall extend to cover loss or damage thereto caused by such process solely caused by such process.

Exhibition Risks Clause

This Policy is extended to include loss or damage to the Insured's property or that hired or loaned to them whilst in transit to and from exhibition and/or demonstration and/or training site and/or display and/or seminar and/or similar event and whilst on such premises during unpacking, assembly, awaiting and on exhibition, dismantling, re-packing and lifting for removal from the exhibition site, arising from:

a. fire, lightning, explosion and earthquake
b. storm, flood and tempest
c. burglary, housebreaking, theft or any attempt threat
d. any accidental cause

In the event of the Subject Matter insured remaining on Exhibition Site in excess of Thirty (30) days, from and including date of arrival, the Assured will pay additional premium at rates to be arranged.

Notwithstanding anything to the contrary which may be contained herein, Underwriters will not in any circumstances be liable for: -

1. loss of damage caused by theft or attempted theft from inadequately secured site.
2. wear and tear, depreciation (not arising from an insured risk), gradual deterioration or inherent vice.
3. loss or damage caused by vermin, weevil, mildew, mould, heating and frost.
4. loss of life and/or personal injury and/or damage to other goods, other third party risks or indirect and consequential losses
5. loss or damage arising from latent defect, or arising from faulty assembly or construction.
6. loss or damage resulting directly from mechanical, electrical or manual operation of the goods insured for demonstration or other purposes
7. loss or damage to the goods insured in transit following the exhibition unless property packed and packed to no lesser standard as the outward journey.
8. Loss, destruction or damage caused by war, invasion, act of foreign enemy hostilities or war like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
9. Loss, destruction or damage directly or indirectly caused to the goods and / or merchandise Assured(s) by:
    a. ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
    b. the radioactive toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

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 exclusions contained in this insurance.

Institute Malicious Damage Clause

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 or sabotage, subject always to the other exclusions contained in this insurance.

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.

Special Contract or Private Carriers Warranty

The liability of the Insurer shall be limited to a maximum of 75% of the assessed loss where the Consignment Note is issued limiting the liability of the Common Carriers, as defined in the Carriers Act of 1865, in any respect by Special Contract duly signed by the Consignor, Consignee or by the duly authorized representative, Agents or where the Consignment Note is issued by a Private Carrier or Freight Broker or the vehicle belongs to the Assured(s).
This warranty would not apply where loss or damage has occurred whilst the goods are not in the custody of the Carriers.

FOB Clauses

A. When loading is done directly from Wharf/Quay:

This insurance is extended to cover the interest insured until the goods are placed on board the ocean going vessel or lash barges (including Sling Loss) or until expiry of two weeks after arrival of goods at the place of storage at the port to and / or docks awaiting shipment, whichever shall first occur".

Shut out cargo is held covered subject to prompt notice and on terms, conditions and rates to be agreed to by the Underwriters.

B. When loading is done midstream by craft, raft or lighter:

i. Inland Transit Policy is subject to Inland Transit (Rail or Road) Clause-B with or without extraneous risks, then,
   a. In addition to Clause stated under item (A) above, the following Clause shall be applicable whilst the insured interest is waterborne in the course of transit to the vessel:
      "This insurance also covers loss of or damage to the subject matter insured reasonably attributable to:
         i. Craft, raft or lighter being stranded, grounded, sunk or capsized
         ii. Fire, lightning, collision or contact of the craft, raft or lighter or conveyance with any external object other than water
         iii. Total loss of any package lost in loading, transhipment or discharge."

   b. Risk of jettisoning may be covered in conjunction with Basic Cover as above in which event the following Clause shall apply : "Including the risk of jettisoning due to stress of weather only".

ii. Inland Transit Policy is subject to Inland Transit (Rail or Road) Clause-A, the Clause stated under item (A) above only will apply.

Second Hand Machinery Replacement Clause

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

Provided that in no case shall the liability of Underwriters exceed the insured value of the complete article.

Limitation of Liability Clause-Inland Transit

The liability of the Company shall be limited to 75% of the assessed loss where the Consignment Note is issued limiting the liability of the carriers in any respect by Special Contract duly signed by the Consignor, Consignee or by the duly Authorized Representative, Agents or where the Consignment Note is issued by a Private Carrier (other than a vehicle belonging to the owner of goods) or Freight Broker.

This warranty would not apply where loss or damage has occurred whilst the goods are not in the custody of the carriers.

Roadworthy Clause

Excluding loss or damage to the subject matter insured where such loss or damage is as a result of the carrying vehicle not being a roadworthy condition.

Declaration Clause

To be agreed prior to prior to attachment of the risk.

It is a condition of this Policy that the Assured is bound to declare hereunder each and every shipment or sending or risk without exception falling within the terms of this Policy whether arrived or not, the Underwriters/Insurers being bound to accept same up to but not exceeding the limits specified herein.

Overloading Clause:

Warranted that the Vehicle will not carry any load in excess of that which it is constructed to carry and in no case more than the legal requirement.

Co-Mingled Cargo Clause

It is agreed that when property in bulk is stowed so as to be co-mingled with like property belonging to others, loss or damage arising from a peril insured against shall be apportioned over the party or parties involved in the shipments in accordance with the respective interest(s) of the said party or parties involved, in the ratio that the quantity of property belonging to each party bears to the total quantity of produce stowed at the time and place of loss

Import Duty Insurance Clause

This insurance is on increased value of cargo by reason of payment of Customs Duty at the port or place of destination and is subject to the same clauses and conditions as the insurance on cargo and to pay the same percentage of `Duty` payable (excluding charges and expenses) as may be paid thereon, but excluding claims in respect of :

a) Total loss or total loss of part of cargo prior to `Duty` becoming payable.
b) General Average, Salvage and/or Salvage Charges arising from any casualty occurring prior to the `Duty` becoming payable.

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

This Insurance shall not be valid if effected after the arrival of the vessel at the destination port.

Warranted that:

1. This Policy is not assignable.

2. No claim shall be paid for `Duty` until the claim under the CIF Value Insurance Policy is payable and proof of liability for loss under that policy shall be furnished to the Company. This provision need not apply to cases where CIF is insured overseas due to contractual obligation.
3. This is not a “valued” policy as defined in the Marine Insurance Act, 1963. Claims under this policy are payable on the basis of actual `Duty` paid or on the basis of the Sum Insured whichever is less.
4. In the event of a claim under this Policy, immediate notice of loss shall be given to the Company and a reasonable opportunity given to the Company to survey and assess the loss. The Assured shall co-operate with the Company and take all reasonable measures to minimise or prevent a loss. The Assured shall also lodge a claim with the Customs Authorities within the stipulated time for refund of `Duty` where admissible, and with the Carriers or others for recovery of the `Duty` paid in respect of such damage or lost cargo and any recovery relating to the `Duty` paid shall be credited to Company

Household & Personal Effect Clause

This Policy is extended to include loss of or damage to the Insured’s own household goods and personal effects whilst in transit at the Insured’s behest subject to the terms, conditions and limits contained within the Policy:

However, this policy will not cover:

a) Loss or damage unless goods are professionally packed
b) Loss or damage due to or occasioned by perishable goods, acids, paints, aerosols, medicines or liquids of all descriptions included in the consignment
c) Loss or damage to cash, bank notes, cheques, money orders, postal orders, savings and share certificates, stamps and financial documents of any kind, travel tickets, passports, manuscripts or documents of any description, medals, coins, bonds, securities, travellers samples, jewellery, watches, personal ornaments, precious stones, hi-tech goods as defined, antiques and Objet d’ Art
d) Loss or damage to musical instruments caused by climatic or atmospheric conditions or loss or damage to strings, reeds or drumheads.
e) Loss or damage to household goods and personal effects which would have been recoverable under any other insurance but for the existence of this policy
f) Policy Deductible
g) Loss or damage caused by gradual deterioration, wear and tear, atmospheric or climatic conditions, inherent vice, vermin, moth damage, consequential loss and loss of data.
h) Electrical, electronic, mechanical derangement and internal damage of electrical items unless there is evidence of external damage to the Interest Insured or its packing.(unless caused by a peril insured against.)
i) Underwriters` liability is restricted to the reasonable cost of repair and no claim will attach for depreciation consequent thereon.
j) Excluding end damages to books & periodicals.
k) Sentimental Losses
l) Existing damages/fault
m) Intentional Storage outside the ordinary course of transit.
n) Shortage from sound package and shortage from container/s delivered with intact seal.
o) Any kind Motor Vehicle.

This Policy is subject to following Clauses:

1. Pair & Set Clause
2. Second Hand Machinery Replacement Clause
3. Labels Clause

Interests Carried On Deck Clause

Cover in respect of Interests carried On Deck in a container which is not fully structurally enclosed such as an open top container, a flat rack container, an open sided container or a tarpaulin covered container; shall be in accordance with the Institute Cargo Clauses (C)-1.1.82.

Container On and / or Under Deck Clause

Shipments in containers are insured on or under deck subject to cover terms and conditions including jettison, washing and loss overboard when shipped by Purpose Built Cellular Container Vessel.

Shipments on deck with an under deck bill of lading are covered hereon on cover terms and conditions including jettison washing and loss overboard. Other on deck shipments held covered at rates to be agreed by Insurer.

Labels Clause

In case of damage from perils insured against affecting labels only the Underwriters liability shall be limited to an amount sufficient to pay the cost re-conditioning, or cost of new labels and relabeling the goods.

Brand and Trade Mark Clause

In the case of damage to goods insured bearing embossed or indented brands or other permanent marking identifying the assured as the manufacturer, which carry or imply the guarantee of the assured as the manufacturer, which carry or imply the guarantee of the assured then such damage shall be treated as a constructive total loss.

This extension in cover shall only apply where it is not possible to remove the embossed or indented brand or permanent marking and the assured is able to demonstrate to underwriters that sale of such damaged goods will be detrimental to be Assured's good name. Subject to prior agreement by underwriters the assured shall dispose of the damaged goods to the best advantage or they shall be destroyed in the presence of both a representative of underwriters and the assured.

Taint Damage Clause

Notwithstanding anything contained to the contrary in the within-mentioned Policy, it is hereby declared and agreed that the Insurance provided by the said Policy is extended to include cover against the risk of any foreign acquired "Taint Damage" to the subject matter, arising from any established and proven external clause, but no liability whatsoever shall attached to Insurers in respect of such subject matter which may have been affected in any way or deteriorated in quality due to absorption of moisture, atmospheric conditions or climatic changes.

Pairs and Sets Clause

Where an insured item consists of articles in a pair or set, the Assured shall not be entitled to recover more than the proportionate sum insured in respect of the particular part or parts which may be lost or damaged. In no event shall such loss or damage be construed to mean total loss of the pair or set.

Pairs and Sets Extension Clause

In the event of loss or damage recoverable to any item or items forming part of a pair or set, the indemnity afforded by this policy shall be limited to the reasonable and the fair reduction in value of the pair or set by reason of the loss or damage to the affected item or items having regard to the importance of the affected items within the pair or set. All the articles constituting the pair or set shall, at Underwriters option, become their property in the event that the Underwriters agree to pay the total loss of the pair or entire set.

Climatic Conditions Clause

Excluding loss or damage by climatic or atmospheric conditions or extremes of temperature.

Climatic or Atmospheric Conditions or Extremes of Temperature Extension Clause

To cover loss or damage, which is reasonably attributable to mould and mildew subject to the goods being professionally packed. Underwriter's maximum liability is restricted to 75% of the declared sum insured.

Mechanical, Electrical or Electronic Derangement Extension Clause

To include loss or damage to the interest insured, which results from electronic and/or electrical and/or mechanical derangement, provided the interest insured is not exceeding six years old. Subject to the goods being professionally packed in accordance with the manufacturer's recommendations, wherever possible.

Cutting Clause

In the event of the Subject Matter Insured being damaged in such a way that it is practicable to use the sound portion or portions for the purpose for which they were originally intended, this Policy shall only pay

for the damaged portion or portions.

Courier Dispatch Warranties

Warranted the Assured, Consignor, Consignee and/or their Agents/Associates/Clearing Agents or Suppliers, as applicable, will not contract out with the courier allowing the courier to restrict its liability to any amount less than the statutory liability of a common /road, rail, air or sea carrier, whichever mode adopted by the courier.

Breach of the above warranty would entitle the Insurer to settle claims for a maximum of 75% of the assessed loss OR deduct the maximum limit of liability of the respective carrier, recovery of which is prejudiced, at the option of the insurer.

The above warranty would not apply in the following cases:

i. Where the value of the consignment is less than Rs 50,000 (Rupees Fifty thousand)
ii. Where the Waybill is counter signed as above but the document incorporates the provisions of the applicable Carriers Act such as Carriers act of 1865/Railways Act/Carriage of Goods by sea and / or Air Act etc
iii. The Assured, Consignor, Consignee and/or their Agents/Associates/Clearing Agents or Suppliers, as applicable, IF NEED BE to sign the
iv. Waybill or any other document issued by the Courier company and/or their Agents/Associates only in acknowledgment of receipt BUT NOT in agreement with the terms and conditions printed thereon regarding liability of the Courier.

Institute Location Clause

Notwithstanding anything to the contrary contained in this contract Underwriters' liability in respect of any one accident or series of accidents arising from the same event in any one location shall not exceed the sum as stated in the Policy Schedule.

Buyer`s Interest Clause

In respect of goods purchased by the Assured on CIF or similar terms where the Seller is responsible for effecting insurance on conditions no more restrictive than ICC`A`, this insurance is to indemnify the Assured in respect and to the extent of claims which they fail to recover from the insurance effected by the Seller. This insurance applies only to loss or damage which is or would be recoverable under the conditions of this policy applicable to similar interest bought or sold on terms that the Assured is responsible for effecting insurance.

The existence of this insurance must not be disclosed to any third party.

All rights and benefits against the Seller and/or Sellers interest and/or Carriers and/or others are to be subrogated to Underwriters.

Any assignment of this policy or of any interest or claim hereunder shall discharge underwriters from all liability.

Seller's Interest Clause

In respect of those exports sold on F.O.B., C&F. or similar terms and where the Assured are not obliged or instructed to arrange insurance hereunder, the following shall apply:

1. This insurance is to cover the interest of the Assured as seller of goods in respect of those consignments sold on “free on board” and “cost and freight” or similar terms dispatched on or after the commencement date appearing in the Policy.
2. This Policy covers physical loss of or damage to the cargo insured, subject to the terms and conditions of the policy, to protect only the interest of the Insured mentioned therein. This insurance is not assignable to any other person who may acquire insurable interest in respect of property insured excepting a banker operating in India; any assignment other than as stated shall render the policy void.
3. Warranted that the Insured shall not change the terms of the contract of sale relating to goods insured hereunder subsequent to the operation of a peril insured against for the purpose of securing indemnity under this policy.

4. Warranted that the insured shall safeguard all contractual and other right against the buyers, carriers and other parties concerned with the transactions and transport of the goods covered herein.
5. No claim shall be payable hereunder if either the named insured or the buyer of the insured goods is entitled to indemnification under any other policy covering the same goods, which may be in existence. Claims, if any, is payable in Indian currency only.
6. Warranted that the Assured must exercise all reasonable care and skill and take all practical measures, including measures which may be required by the Insurers to prevent or minimize loss.
7. This policy does not cover the risks which could be covered or which are recoverable under trade credit policy.
8. It is a condition of this Policy that the existence of this insurance is not to be disclosed to the buyer.
9. All rights and benefits against the buyer and /or the buyers` insurers` and/or carriers and/or other persons are to be subrogated to Underwriters.

Returned Goods Clause

Subject-matter insured returned to manufacturers and/or suppliers and/or repairers and/or refurbishes and/or Job Workers and computers, machines and other interests being sent to destinations Worldwide for recalibration, reprogramming, testing, repair or similar process and/or for installation of software are covered hereunder including the return shipments whilst in transit to premises anywhere in the World, whilst there and then until finally redelivered to the Assured's or other premises anywhere in the World as required by the Assured on cover conditions.

Returned or Refused Goods Clause (1)

Goods refused or returned by the consignee or Assured are held covered in accordance with the terms and conditions of this policy subject to the following:-

a) that the goods are insured under this policy for the outward journey.
b) that cover has been continuous.
c) that the goods have not been unpacked and are to be returned in their original packing.

In all other cases the goods are held covered subject to the Institute Cargo Clause (B), including non-delivery and/or theft of a complete shipping package, malicious damage and war and strikes risks clauses. If however, an independent survey is held prior to attachment of cover hereunder and this shows that the goods have been examined, found to be in good order and re-packed, in adequate export packing, cover in accordance with the terms and conditions of this policy will attach**.**

Returned Or Refused Shipments Clause (2)

Subject to the original insuring conditions this insurance shall cover goods refused and/or returned by Consignees or which remain at the risk of the Assured beyond the normal course of transit until disposed of by the Assured by return to the port of shipment or otherwise.

This insurance is extended to cover Equipment which needs to be sent back to, and returned from, manufacturers and/or repairers due to a problem occurring during the Construction Phase.

Packing Clause

In the event of a claim for physical loss or damage to the goods insured which is alleged to be caused by insufficiency or unsuitability of packing or preparation of the goods, underwriters hereby agree that they will not use such alleged insufficiency or unsuitability as a defence against the claim where the packing or preparation was carried out by a party other than the named assured and/or their agents and the insufficiency or unsuitability arose entirely without the named Assured's privity or knowledge. For the purpose of this clause "packing" shall be deemed to include stowage in a container and/or other similar intermodal methods of unit load.

The assured agrees to assist underwriters in all respects to pursue rights of recovery against sellers and/or carriers and/or other third parties as necessary.

Replacement By Air Clause

It is agreed that where there is loss or damage, which is the subject of claim hereunder, and the assured consider it necessary to forward replacements by air, underwriters will pay the extra costs so involved to

a maximum amount of twice the original sea freight charges notwithstanding that the original consignment was not despatched by air.

Concealed Damage Clause

It is agreed that loss and/or damage to the subject matter insured which is discovered upon the unpacking and/or opening of containers, cases and/or packing within …… days of arrival at final destination shall be deemed to have occurred during the insured transit irrespective of the attachment of the insured Interest hereunder unless it can be shown to have occurred after arrival and following cessation of the insured transit. Nevertheless, any containers, cases and/or packages showing signs of external damage are to be opened and examined immediately upon arrival and any loss reported in accordance with the claim procedure

Insolvency Exclusion Clause

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

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

Loading And Unloading Clause

Including loss or damage to the goods during loading onto carrying conveyance immediately prior to despatch and unloading from carrying conveyance immediately after arrival at the Assured's or consignee's premises and in the case of containers, during the stuffing immediately prior to despatch and destuffing thereof immediately after arrival at the Assured's or consignee's premises.

Warehouse to Warehouse Extension Clause

(Unless Otherwise Stipulated In The Schedule Of This Policy)

GOODS PURCHASED BY THE ASSURED ON "FOB', "C&F", "CFR" OR SIMILAR TERMS

Cover attaches under this policy from the time the goods leave the supplier's factory, warehouse store or mill as if the contract of sale was "ex suppliers'' premises" notwithstanding that the goods and/or interest may have been purchased on "FOB", "C&F" or similar terms.

Assured to pursue suppliers and/or other parties where evidence exists to show that loss occurred prior to F.O.B. or similar. In the event that the assured is unable to recover from suppliers and/or other parties then this policy to pay subject to the terms and conditions herein.

Underwriters are to be subrogated to the Assured's rights of recourse against the suppliers or other parties.

Debris Removal Clause

This insurance is extended to cover, in addition to any other amount recoverable under this insurance, extra expenses reasonably incurred by the assured for the removal and disposal of debris of the subject matter insured or part thereof, by reason of damage thereto caused by an insured risk, but excluding absolutely: -

1. Any expenses incurred in consequence of or to prevent or mitigate pollution or contamination, or any threat of liability thereof.
2. The cost of removal of cargo from any vessel or craft. In no case shall the underwriters be liable under this clause for more than 10% of the proportionate insured value under this policy of the damaged goods removed.

Fumigation

In the event of the conveyance and/or location being fumigated by order of a properly constituted authority and loss or damage to the interest insured hereunder arises therefrom, the Underwriter(s) agrees to

indemnify the Assured for such loss or damage, and the Assured hereby agrees to subrogate to the Underwriter(s) any recourse they may have for recovery of such loss or damage from others

Transfer Of Title Clause

In respect of shipments of cover interest shipped for the Assured's own account, it is agreed that where the Assured sells these consignments during the transits under F.O.B or C & F terms, cover is provided hereunder at cover conditions until time of transfer of title and thereafter cover is on a contingent basis as per Cover Wording but in the event that the buyer fails or refuses to take up the goods or documents then cover reattaches retrospective to the time of transfer of title on the original conditions.

Loss Payee Clause

Losses, if any, payable to the Assured and/or order.

Letter of Credit Clause

Where the Assured is obliged to arrange insurance in accordance with any instructions contained in a Letter of Credit such cover is granted hereunder, provided it does not exceed the existing provisions of this contract wording or held covered at a premium to be agreed.

Foreign Currency

Privilege is granted the Assured to insure in foreign currencies.

Damaged Goods Clause

It is agreed where the cost of repairing or reconditioning would exceed the insured value of the goods when new, the interest shall be considered a constructive total loss, the Insured being reimbursed accordingly.

The damaged goods shall be offered by Underwriters' claims settling agents to the Insured and/or their respective/s for disposal as the Insured shall see fit, up to 100% of the original proportionate insured value.

Survey Fees

In the event of the Assured and/or consignee complying with the instructions contained in the policy or on the certificates of insurance to call for a survey in respect of loss or damage which may result in a claim hereunder, it is hereby understood and agreed that reasonable expenses incurred and fees charged in respect of that survey are for Insurers' account even though a claim may not subsequently result thereunder, subject to prior notification being given to the Insurer.

Sorting Charges

It is agreed that in the event of the Assured and/or consignee complying with the surveyor's instructions to separate shipping packages showing signs of external damaged from the sound packages to ascertain possible loss arising from a peril insured against, such expenses as approved by the surveyor shall be for the account of Underwriters even though a claim may not subsequently result hereunder providing such separation would not normally be necessary in the ordinary disposal of the goods.

Repacking Costs Clause

It is agreed that in the event of the original shipping packages arriving at the final destination in a visibly damaged condition arising from a peril insured against, the costs of replacing such packages shall be for the account of Insurers in those instances where it is an established custom of the Assured's and/or consignee's trade to deliver the goods to the final customer's premises in the original shipping packages.

This agreement is subject to such costs being approved and agreed by the surveyor called in by the Assured and/or consignee to inspect the damaged goods in accordance with the "CLAIMS SETTLEMENT INSTRUCTIONS" contained in the certificates of insurance issued hereunder.

Partial Loss Clause

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 practicable, be

ascertained in conjunction with surveyors appointed by Underwriters by a separation and a sale of 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.

Sue and Labour Clause

In case of any imminent or actual loss or misfortune, it shall be lawful and necessary to and for the insured, his or their factors, servants and assigns, to sue labour and travel for, in and about the defence, safeguard and recovery of the said goods and merchandise, or any part thereof, without prejudice to this insurance, to the charges whereof Underwriters will contribute according to the rate and quantity of the sum hereby insured; nor shall the acts of the Insured or Underwriters in recovering, saving and preserving the property insured in case of disaster be considered a waiver or an acceptance of abandonment.

Errors and Omissions Clause

This insurance shall not be prejudiced by any unintentional delay or omission in reporting hereunder or any unintentional error in the amount or the description of the interest, conveyance or voyage if the subject matter of the insurance be shipped on a conveyance other than that originally advised by the Assured.
This additional coverage shall only apply in the event that this policy is the sole insurance contract in force for the applicable shipments/sendings of the Insured.

General Average and Salvage Charges

General average, Salvage and Special Charges, as per foreign custom, payable according to foreign statement and/or per York-Antwerp Rules and/or in accordance with the contract of affreightment, if and as required: or, failing any provision in or there be no contract of affreightment, payable in accordance with the Laws and Usages of the Port of New York.
For the purpose of this insurance claims for general average contribution and salvage charges recoverable hereunder shall be deemed to be insured for its full contributory value.

Nominated Repairers

In respect of imports the Assured may stipulate the repairers to be used, where the repairs by any other party would prejudice the rights of the assured in terms of the manufacturers' guarantee, warranty or similar proviso. The Company agrees to pay the reasonable costs of the repairers nominated by the Assured.

Accumulation Clause

Should there be an accumulation of the subject matter insured whilst in transit beyond the conveyance limits expressed in this insurance by reason of any interruption of the transit beyond the control of the insured and/or by reason of any casualty and/or at a transhipping point and/or on a connecting vessel or conveyance it is agreed that this insurance shall attach for the full amount at risk subject to insurers' liability being limited to a maximum of 200% of the relevant conveyance limit provided notice is given to insurers as soon as practicable by the insured of such accumulation.

Container Clause

Where cargo, insured hereunder, is carried in containers, it is agreed, as between the Insured and Underwriters, that the seaworthiness and/or cargo worthiness of the container is hereby admitted.

Forwarding Charges Clause

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 by this insurance, the Underwriters will reimburse the Insured 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 hereunder.

Deliberate Damage – Pollution Hazard

This insurance is extended to cover, but only while the property insured is on board a waterborne conveyance, loss of or damage to said property directly caused by governmental authorities acting for the public welfare to prevent or instigate a pollution hazard or threat thereof, provided that the accident or

occurrence creating the situation which required such governmental action would have resulted in a recoverable claim under this insurance (subject to all of its terms, conditions and warranties) if the property insured would have sustained physical loss or damage as a direct result of such accident or insurance.

This agreement shall not increase the Limits of Liability provided for elsewhere herein.

Civil Authority Clause

Notwithstanding anything contained in this policy, it is understood and agreed that property which is insured under this policy 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 by War perils elsewhere excluded herein.

Control Of Damaged Goods

In case of damage caused by an insured peril the Assured, their agents or consignees shall have the sole right to refuse acceptance of the damaged property and shall have the right to payment of the insured value of that consignment or the affected part thereof. Such property shall then be destroyed or alternatively dispatched, at Insurer(s)' risk and expense to the supplier's, manufacturer's or Assured's (including agents or associated companies) facility, as necessary for survey and testing as to suitability for sale. The Assured's decision as to suitability to be accepted by the Insurer(s) whose representative shall be present at the survey, all expenses involved being for the Insurer(s) account and any salvage recoverable by the Assured shall be applied against the total loss.

Attachment & Termination Of Risk

This insurance attaches from time of commencement of loading at suppliers premises and continues in the ordinary course of transit until completion of safe unloading at “lay down” area or on other platform/foundation for the purpose of final positioning at project site and until attachment under the Construction and Erection All Risks policy arranged separately, as required.
Including transshipment whether customary or otherwise, and during temporary storage prior to arrival at Insured’s premises including any transits in respect of locally sourced cargoes, if and as required.
Policy is also extended to cover the return shipments to Supplier, OEM, Repairer, Job Workers etc.

Policy is also extended to Cover any combinations of shipments between Job Workers, offsite Location, Supplier Location, Manufacture Locations, Intermediate Locations, Offsite Storage locations, Project Site, repair location, fabricators etc & vice versa

Irrespective of terms of purchase cargo cover should be from the warehouse of the seller/Supplier/Manufacturer etc

Cover extended to include any temporary storage (outside the ordinary course of transit) up to 120 days as required, periods in excess of 120 days subject to prior declaration and additional premium if required.

Delay In Opening/50:50 - Marine/Non-Marine 50/50 Loss Sharing Clause

It is agreed that any loss or damage discovered on opening containers, cases and/or packages shall be deemed to have occurred during the transit insured hereunder (and irrespective of attachment of Insured's interest) and shall be paid for accordingly unless proof conclusive to the contrary be established.
The Insured hereby undertakes to examine each item of the Property upon arrival at any contract site as soon as practicable for possible damage sustained during transit.

In the case of packed items which are to be left in their packaging until a later date, the packing is to be individually visually examined for signs of possible damage and where such damage is visible, the items are to be unpacked and inspected and any damage discovered reported to the Underwriters here on.

Notwithstanding the above, in the event of loss or damage to property insured due to a peril insured against being discovered after the risk has terminated under this Policy or subsequent period of discovery period of 120 days after arrival at site, whichever shall be the later, and after proper investigation it is not possible to ascertain whether cause of such loss or damage happened prior to termination of the transit or subsequently it is understood and agreed that the Underwriters hereon shall be without prejudice to subsequent final apportionment of the claim as may be agreed between the Underwriters hereon and CAR/EAR Insurer(s).

The deductible to be applied by the Marine Insurer(s) will be 50% of that shown herein

contribute 50% of the property adjusted claim provided that CAR/EAR Insurer(s) also agree to contribute 50% of such properly adjusted claim: any such settlement to

Deviation Clause

This insurance shall not be vitiated by any unintentional error in description of vessel, voyage or interest or by deviation, over carriage, change of voyage, trans-shipment or any other interruption of the ordinary course of transit from causes beyond the control of insured. It is agreed, however, that any such error, deviation or other occurrence mentioned above shall be reported to the insurer/reinsurer as soon as known to the insured's global insurance cell. This policy shall pay for the demurrage, recall & difference in original price and the salvage value, as applicable subject to the conditions that the carrier accepts that there has been a deviation on account of any error or omission committed, non-acceptance of goods by the consignee on account of the untimely delivery and insured having exercised its due control to sell the material to the original consignee.

Innocent Assured Clause

It is hereby agreed that the Assured's right to recover losses under this contract of insurance will not be prejudiced by any fraudulent or dishonest acts of the ship owners, ship managers, ship operators, contractual carriers or actual carriers, subject to the Assured notifying Insurers as soon as possible after he becomes aware of the fraudulent or dishonest act.

Escalation

In the event of escalation of aggregate value of property insured going up beyond the initially declared sum insured for marine, the underwriters agree to cover such increases not exceeding 25%. It is further understood that rate of additional premium for increase beyond 25% has to be agreed.

Automatic Extension Clause

Notwithstanding any expiry date shown in the policy elsewhere the policy shall extends to cover transit of Insured property commencing on or before such date of expiry and the cover will terminate in term of the transit clause of Institute Cargo Clauses.

Marine Extension Clauses

This insurance specially to cover the goods during:

i. deviation, delay, forced discharge, reshipment and transhipment;
ii. any other variation of the adventure arising from the exercise of a liberty granted to the ship-owner or charterer under the contract of affreightment.

In the event of the exercise of any liberty granted to the shipowner or charter under the contract of affreightment whereby such contract is terminated at a port or place other than original insured destination, the insurance continues until the goods are sold and delivered at such port or place; or, if the goods be not sold but are forwarded to the original insured destination or to any other destination this insurance continues until the goods have arrived at final warehouse as provided herein.

License Clause

This insurance is not to be prejudiced by any liberties, conditions, clauses, limitations, exceptions or exemptions contained in bills of lading, charter parties, contracts of affreightment and/or other contracts or agreements between the shipper and the carrier. Also, this insurance shall not be prejudiced by bills of lading and/or bills of sale and/or invoices and/or other documents calling for delivery to or by the Insured at a seaport, where the responsibility and/or insurable interest of the Insured attaches at or continues to interior place or places.

Additionally, leave is granted to sail with or without pilots and to tow and assist vessels or craft in all situations and to be towed. Furthermore, this contract is not to be prejudiced solely by reason of the marking of any bill of lading (or similar document) with a clause indicating items insufficiently packed.

Bill Of Lading

The Assured is not to be prejudiced by the presence of the negligence clause and/or latent defect clause in the Bills of Lading and/or Charter Party.

Both To Blame

In the event the Bills of Lading and/or Charter Party for merchandise insured hereunder contain the so-called "Both to Blame Collision Clause" or similar clause, the Insurer(s) agree as to all losses covered by this insurance, to indemnify the Assured for the amount which they are legally bound to pay the shipowner under such clause, or would be legally bound to pay except for common ownership, management, agency or other interest.

Deliberate Damage Clause - Customs Service

This insurance is also specially to cover, physical loss of or damage to the goods insured arising out of the performance of inspection duties by Customs Service Agents or other duly constituted governmental agencies who are performing inspection duties of or for the Customs Service.

Missing Goods Clause

Where the subject-matter insured hereunder (or any apportionable part) becomes missing and after the lapse of a reasonable time has not been located, an actual total loss of the subject-matter insured (or any apportionable part) may be presumed.

For the purposes of this insurance, there shall be deemed to have been the lapse of a reasonable time where delivery to the consignees' or other final warehouse or place of storage at the destination named herein has not been effected within 60 days of the expected date of such delivery.

If, after the payment by the Insurer(s) of an actual total loss as provided for above, the subject-matter insured or whatever may remain thereof is located, the ownership and all proprietary rights incidental thereto shall be vested in the Insurer(s). The Assured hereunder shall nevertheless have the option of (re-) purchasing from the Insurer(s) the subject-matter insured or whatever may remain thereof.

Expediting Cost

Where there is loss, damage, general average, salvage and/or special charges which are, or will be, the subject of a claim under this policy, and the Insured considers it necessary to forward replacements and/or replacement parts by means other than the means by which the original shipment was dispatched, the insurer will pay the reasonable expediting costs so involved in addition to the underlying claim.

Extra Expense

It is understood and agreed that where by reason of peril insured against under this insurance, extra expenses are incurred to remove, destroy or otherwise dispose of the damaged goods, or where extra expenses are incurred to discharge from the vessel and/or craft and/or conveyance or to forward property to original or substitute final destination such expenses will be recoverable in full in addition to the damage to the insured interest.

Nothing contained herein shall be construed to cover any clean-up expenses for which the Assured may be liable under any pollution statute.

Underwriters Being Subrogated To The Assured's Rights Of Recourse Against The Suppliers

It is further noted and agreed that in respect of any items deemed by Underwriters hereon as requiring Risk Management Surveys (either from a Physical Damage or DSU aspect), coverage hereunder shall continue to be in force subject to the Assured obtaining written undertakings from the Supplier that the provisions of the Survey Warranty contained herein are fully complied with.

D.I.C., Increased Value, Contingency

It is agreed that shipments bought or sold on terms including insurance, or shipments insured and carried under tariffs providing insurance are covered hereunder, subject to any or all of the following clauses:

A. Difference in Conditions

This insurance is to cover the risks not covered in the insurance furnished by the, supplier,

receiver, shipper or carrier but which would be covered had the insurance been originally declared hereunder.

B. Increased Value
This insurance is to cover any difference between the value insured in this insurance furnished by the supplier, receiver, shipper or carrier and the value which would have been declared in accordance with valuation clauses herein. Also to cover such proportion of excess General Average and/or Salvage Charges as shall not be recoverable under the policy furnished by the shipper, but Insurer(s) shall not be liable for a greater proportion of such charges than the value insured hereunder (less a Particular Average for which Insurer(s) are liable) bear to the difference between the value insured under the policy provided by the shipper or carrier and the contributory value or to the total value insured against excesses if the total value insured against excesses exceeds such difference.

C. Contingency
In the event of failure to collect under the insurance arranged by the supplier, receiver, shipper or carrier for loss and/or damage by perils insured against hereunder, the Insurer(s) agree to advance to the Assured the amount of the recoverable loss such advance to be repayable only to the amount collected under the original insurance. The Assured agrees to enforce their rights under the original insurance at the expense and under the direction of the Insurer(s).

It is further noted and agreed that in respect of any items deemed by Underwriters hereon as requiring Risk Management Surveys (either from a Physical Damage or DSU aspect), coverage hereunder shall continue to be in force subject to the Assured obtaining written undertakings from the Supplier that the provisions of the Survey Warranties contained herein are fully complied with.

Import Duty & Collect Freight

This insurance also covers, subject to policy terms of average, the risk of loss by reason of perils insured against on the duties and/or excise taxes imposed on goods and/or collect freight and insured hereunder, it being understood and agreed, however, that when the risk upon the goods continues beyond the time of landing from the overseas vessel, the increased value, consequent upon the payment of such duties, shall attach as an additional insurance upon the goods from the time such duty is paid or becomes due, to the extent of the amounts thereof actually paid or payable.

Any limit of liability expressed in this insurance shall be applied separately to such increased value.

The Assured will, in all cases, use reasonable efforts to obtain abatement or refund of duties paid or claimed in respect of goods lost, damaged or destroyed. It is further agreed that the Assured shall, when the Insurer(s) so elect, surrender the merchandise to the customs authorities and recover duties thereon as provided by law, in which event the claim under this insurance shall be only for a total loss of the merchandise as surrendered and expenses.

This insurance on duty, excise taxes, collect freight, and/or increased value shall terminate at the end of the transit movement covered under this insurance, but nothing contained in these clauses shall alter or affect coverage granted elsewhere in this insurance during the storage or transit subsequent thereto.

In the case where the original goods were supplied on a Duty exempt or Duty Reduced basis this insurance shall pay claims including Duty payable on the replacement, provided that the Assured can demonstrate that the replaced goods would not benefit from Duty exemption or reduction.

Container Demurrage Charges

If the Assured is instructed by the Insurer(s) to hold an intermodal container, and if the Assured is assessed a demurrage charge for holding the intermodal container past the return date, the Insurer(s) will pay the demurrage charges. The amount the Insurer(s) will pay shall be the charges assessed from the time the Insurer(s) direct the Assured to hold the container until the time the Insurer(s) inform the Assured that the container can be released.

Seaworthiness Admitted

The seaworthiness of the vessel, craft and/or conveyance as between the Assured and Insurer(s) is hereby admitted. In the event of loss, the Assured's right of recovery hereunder shall not be prejudiced by the fact that the loss may have been attributable to the wrongful act or misconduct of the shipowners, or their servants, committed without the privity of the Assured. Leave is granted to sail with or without pilots and to tow and assist vessels or craft in all situations and to be towed.

Increased Freight On Account Of A Covered Loss

It is understood and agreed that if there is a loss recoverable under this insurance and the Assured makes a replacement shipment, this insurance also specially to cover any excess cost of freight on the original shipment with the rate of freight on the replacement shipment freight on the replacement shipment, the excess cost being determined by comparing the rate. In no event shall the amount of excess freight recoverable hereunder be greater than 100% of the freight paid on the entire original shipment providing such freight is on the same basis as the original shipment.

Right Of First Refusal

In the event of damage to goods and/or merchandise covered under this insurance and said goods and/or merchandise are to be sold as salvage, the Assured shall have the right of first acceptance of the damaged merchandise providing that their offer is fair and reasonable in the opinion of the Insurer(s).

Wilful Misconduct Clause

Notwithstanding anything to the contrary contained elsewhere herein or in the law and practice to which this Policy is subject, this insurance shall not exclude loss damage or expense attributable to wilful misconduct of any person or persons committed without the privity of the directors and/or officers or whoever is considered the alter ego of the Assured.

Shortage From Containers, Etc

This Insurer(s) is to pay for shortage of contents, meaning thereby, the difference between the number of items loaded or alleged to have been loaded in the intermodal container,

trailer or railcar as per the shipper's or supplier's invoice or packing list and the number of items removed therefrom and received by the Assured or its agent at the time the container, trailer or rail car is unloaded howsoever, wheresoever and whensoever occurring.

Non-Vitiation Clause

The Insurance policy extends to Non-Vitiation Clause as per following wording: -

Notwithstanding anything to the contrary contained in this Policy, as the various parties comprising the Insured operate as separate and distinct entitles, the rights of each of the parties in all respects shall (notwithstanding anything contained or implied herein to the contrary) be treated as though each of the parties had separate policies for their respective rights and interests and the rights and indemnities of any of the parties who are not guilty of any fraud, misrepresentation, non-disclosure or breach of condition or warranty shall not be prejudiced or affected by any fraud, misrepresentation, non-disclosure or breach of condition or warranty by any of the other parties comprising the Insured.

No Control Clause

This Policy shall not be affected by failure of the Insured to comply with any provisions of this Policy (including the warranties or Conditions endorsed hereon) in any portion of the premises over which the Insured has no control.

Notice Of Loss

As soon as practicable, written notice of loss which is likely to involve this insurance shall be

given by the Assured (Principal) to Insurer hereon, any delay which is beyond the control of Information of respective Insurance department of Assured (Principal) should not constructed as delayed intimation.

Renewal

The Company is not bound to accept any renewal premium or give notice that renewal is due. Under normal circumstances, renewal will not be refused except on the grounds of moral hazard, misrepresentation or fraud of the Insured.

The renewal premium shall be as per the rates approved by the Insurance Regulatory and Development Authority of India (“IRDAI”) on the date of renewal for this product.

Important Notice To Assured

Procedure in the event of loss or damage for which underwriters may be liable.

Liability of carriers, bailees or other third parties

It is the duty of he assured and their agents, 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. 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 condition.
3. When delivery is made by Container, to ensure that the Container and its seals are examined immediately by their responsible official. If the Container is delivered damaged or with seals broken or missing or with seals other than those as stated in the shipping documents, to clause the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification.
4. To apply immediately for survey by Carriers' or other Bailees' Representatives if any loss or damage be apparent and claim on the Carriers or other bailees for any actual loss or damage found at such survey.
5. To give notice in writing to the Carriers or other Bailees within three(3) days of Delivery if the loss or damage was not apparent at the time of taking delivery.

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

6. Any Claim under this Insurance should be submitted without delay, accompanied by all correspondence with Carriers' and other parties regarding their liability.

Survey and Settlement

In the event of or damage which may involve a claim under this insurance, immediate notice of such loss or damage should be given to Company's agent/Representatives at the port of discharge in the order that they may examine the goods and issue a Survey Report. If there be no Agent or Representative of the company at port or place of destination, the notice must be given to nearest Lloyd's Agent.

Documentation of Claims

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

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

Cancellation Clause

This contract may be cancelled by either the Company or the Assured giving 30 days notice in writing to take effect from the midnight of the date of notice but risks covered by Institute War Clauses may be cancelled at seven days notice and risks covered by the Institute Strikes Clauses/Strikes, Commotion Clause-Inland Transit may be cancelled at seven days notice, or at forty-eight hours notice in respect of shipments to or from the United States of America. Notice shall commence from midnight of the day when it is received but cancellation shall not apply to any risks which have attached in accordance with the cover granted hereunder before the cancellation becomes effective.

Arbitration

The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy.

Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

Grievances

The Company is committed to extend the best possible services to its customers. However, if you are not satisfied with our services and wish to lodge a complaint, please feel free to call our 24X7 Toll free number 1800-258-5956 or you may email to the customer service desk at hello@godigit.com. After investigating the matter internally and subsequent closure, we will send our response.
Senior Citizens can now contact us on 1800-258-5956 or write to us at seniors@godigit.com
Email: grievance@godigit.com
For further information, please refer the below link,
https://www.godigit.com/claim/grievance-redressal-procedure
The policyholder or the claimant also has the option to register the complaint on-line at IRDAI's Bima Bharosa by visiting https://bimabharosa.irdai.gov.in/

If you do not get a satisfactory response from us and you wish to pursue other avenues for redressal of grievances, you may approach Insurance Ombudsman appointed by IRDAI under the Insurance Ombudsman Scheme.

Address and contact number of Council For Insurance Ombudsman

Sl. No.	Office of Insurance Ombudsman	Address	Email	Landline NOs.
1	AHMEDABAD	Jeevan Prakash 6th floor Near S.V. College Relief Road Tilak Marg Ahmedabad- 380 001. Gujarat	E-mail: oio.ahmedabad@cioins.co.in	079-25501201, 079-25501202
2	BENGALURU	Jeevan Soudha Building, PID No.57-27-N-19, Ground Floor. No. 19/19 24th Main Rd. 1st Phase J.P. Nagar Bengaluru- 560 078.	Email: oio.bengaluru@cioins.co.in	080-26652048, 080-2665 2049
3	BHOPAL	UC of India Zonal Office Blda. 1st Floor, South Wing, Jeevan Shikha, Opp. Gayatri Mandir 60-B Hoshangabad Road Bhopal-462 011	Email: oio.bhopal@cioins.ca.in	0755-2769201, 0755-2769202, 0755-2769203, 0755-2769200
4	BHUBANESWAR	62 Forest Park, Bhubaneswar PIN -751 009.	Email: oio.bhubaneswar@cioins.co.in	0674-2596455, 0674-2596429, 0674-2596003, 0674-2596461
5	CHANDIGARH	Jeevan Deep, Ground Floor LIC of India Bldg, SCO 20-27 Sector 17-A. Chandigarh -160017	E-mail: oio.chandigarh@cioins.co.in	0172-2706468, 0172-2773101, 0172-2990938, 0172-2706196, 0172-2707468, 0172-2772101,

				0172-2990942
6	CHENNAI	Fatima Akhtar Court, 4th fir 453 (old 312), Anna Salai Tevnampet. Chennai 600018	E-mail: oio.chennai@cioins.co.	044-24333668, 044-24333678
7	DELHI	2/2 A 1st Floor. Universal Ins. Buildina. Asaf Ali Road New Delhi-110002.	Email: oio.delhi@cioins.co.in	011-46013992
8	GUWAHATI	Jeevan Nivesh Bldg. 5th Floor Near Pan Bazar S.S. Road Guwahati-781001	E-mail: oio.auwahati@cioins.co.in	0361-2631307, 0361-2632204 0361-2732937, 0361-2632205
9	HYDERABAD	6-2-46 1st Floor Moin Court Lane Opp. Hyundai Showroom A. C. Guards. Lakdi-ka-pool, Hyderabad 500004	E-mail: oio.hvderabad@cioins.co.in	040-23376991, 040-23312122 040-23376S99, 040-23328709
10	JAIPUR	Jeevan Nidhi II, Ground Floor Bhawani Singh Road Ambedkar Circle Jaipur - 302005.	E-mail: oio.jaipur@cioins.co.in	0141-2740363
11	KOCHI	10th Floor LIC Bldg, Jeevan Prakash OPP Maharai College Ground M.G. Road, Ernakulam Kochi-682011	E-mail: oio.ernakulam@cioins.co.in	0484-2358759, 0484-2358734, 0484-23S8336
12	KOLKATA	7th Floor of Hindustan Building (Annex). 4 CR Avenue Kolkata-700072	E-mail: oio.kolkata@cioins.co.i	033-22124339, 033-22124341
13	LUCKNOW	Jeevan Bhavan Phase II, 6th Floor Nawal Kishore Road, Hazratgani, Lucknow-226001,	E-mail: oio.lucknow@cioins.co	0522-4002082
14	MUMBAI	3rd Floor, Jeevan Seva Annexe, S.V.Road Santacruz West Mumbai-400 054.	E-mail: oio.mumbai@cioins.co	022-69038800, 022-69038827 /8829, 022-69038831/8832
15	NOIDA	Bhagwan Sahai Palace 4th fir, Main Road Nava Bans Sector 15 Noida-201301	E-mail: oio.noida@cioins.co.in	0120- 2514252, 0120-2514253, 0120-4027589
16	PATNA	2nd Floor Lalit Bhawan Bailey Road. Patna- 800001	E-mail: oio.patna@cioins.co.in	061-22547067, 061-22547068
17	PUNE	3rd Floor Jeevan Darshan - LIC of India Bldg N.C. Kelkar Road Narayan Peth Pune- 411030.	Email: oio.pune@cioins.co.in	020-24471175
18	THANE	2nd Floor Jeevan Chintamani Building, Vasantrao Naik Mahamarg, Thane (West), Thane - 400604	Email: oio.thane@cioins.co.in	022-20812868, 022-20812869

Note: COUNCIL FOR INSURANCE OMBUDSMAN ,3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054.Tel.: 022 – 69038801/03/04/05/06/07/08/09 Email: inscoun@cioins.co.in

For updated details of Ombudsman details, request to please check Council of Insurance Ombudsmen website available on https://www.cioins.co.in/Ombudsman