HDFC ERGO General Insurance Company Limited

Policy Wordings
Marine Cargo Insurance

Marine Cargo Insurance
UIN: IRDAN146RP0015V01201011

November 17, 2017
XXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXX

Dear Customer,
Sub: Marine Insurance Open Policy No: XXXXXXXXXXXXXXX
We thank you for having preferred us for your Insurance requirements. We at HDFC ERGO General Insurance believe "Insurance" not only to be an assurance to indemnify in the event of unfortunate circumstances, but one that signifies protection and support you can count on when you need it most.
The Insurance Policy enclosed is a written agreement providing confirmation of our responsibility towards you that puts insurance coverage into effect against stipulated perils.
The Policy has been designed so as to augment the key facets and aims to provide information in a clear cut manner.
Please note that the policy has been issued based on the information contained in the proposal form and / or documents received from you or your representative / broker. Where the proposal form is not received, information obtained from you or your representative /broker, whether orally or otherwise, is captured in the policy document.
If you wish to contact us in reference to your existing policy and /or other general insurance solutions been offered by us, you may write to our correspondence address as mentioned below. Alternatively, you may visit our website www.hdfcergo.com . To enable us to serve you better, you are requested to quote your Policy Number in all correspondences.
Thanking you once again for choosing HDFC ERGO General Insurance Company Limited and looking forward to many more years of association.

Yours Sincerely,

Authorized Signatory

SCHEDULE

Policy No: XXXXXXXXXXXXX

WHEREAS the Insured named in the Schedule hereto has made a written proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein and has paid the premium as consideration for or on account of such indemnity in accordance with the manner prescribed under Section 64VB of the Insurance Act, 1938.

NOW THIS POLICY WITNESSETH that subject to the terms, exclusions and conditions contained herein or endorsed hereon we, HDFC ERGO General Insurance Company Limited ("the Company"), hereby agree, in consideration of payment to us by or on behalf of the Insured of the premium as agreed, to insure against loss, damage or expense to the extent and in the manner as shown in the Schedule and attached thereto.

Name of the Insured	: XXXXXXXXXXXXXXXXXX	
Mailing address of the	: XXXXXXXXXXXXXXXXXX Insured	
Name of Broker/Agent	: XXXXXXXXXXXXXXXXXX Period of Insurance	
	: From 00:00:01hours:	
XXXXXX		
	To (Midnight) XXXXXX	
Interest Insured	:	
XXXXXXXXXXXXXXXXXX Conveyance	:	
XXXXXXXXXXXXXXXXX		
Voyages	:	
XXXXXXXXXXXXXXXXXX		
Annual Sum Insured		
Inland Transit	:	Rs.
XXXXXXXXXXXXXX Initial Sum Insured	:	Rs.
XXXXXXXXXXXXXX Per Bottom Limit	:	Rs.
XXXXXXXXXXXXXX Per Location Limit	:	Rs.
XXXXXXXXXXXXXX Premium excl. ST	:	Rs.
XXXXXXXXX		
GST	:	Rs. XXXXXXXX
Stamp Duty	:	Rs. XXXXXXXX
Total Premium	:	Rs.
XXXXXXXXXXXXXX Basis of Valuation	:	
XXXXXXXXXXXXXXXXX Terms of Cover	:	
XXXXXXXXXXXXXXXXX		
Deductible	:	
XXXXXXXXXXXXXXXXX Financial Interest	:	XXXXXXXXXXXXXXXXX

Subject to following Clauses, Endorsements, Special Conditions and Warranties attached to and forming part of the policy

Clauses:

1. Institute Cargo Clause (A) 1/1/82 CL-252
2. Institute Cargo Clause (B) 1/1/82 CL-253

3. Institute Cargo Clause (C) 1/1/82 CL-254
4. Institute War Clauses (Cargo) 1/1/82 CL-255
5. Institute Strikes Clauses (Cargo) 1/1/82 CL-256
6. Institute Classification Clause 1/1/2001 CL-354
7. Cargo ISM Endorsement (JC98/019) 01/05/1998
8. Cargo ISPS Endorsement
9. Institute Standard Conditions for Cargo Contracts (1/4/82) CL-261
10. Institute Cargo Clauses (Air) (excluding sendings by Post) 1/1/82 CL-259
11. Institute War Clauses (Air Cargo) (excluding sendings by post) 1/1/82 CL-258
12. Institute Strike Clauses (Air Cargo) (excluding sendings by post) 1/1/82 CL-260
13. Inland Transit (Rail / Road / Air) Clause A - 2010
14. Inland Transit (Rail / Road) Clause B - 2010
15. Strike, Riot and Civil Commotion Clause
16. Limitation of Liability Clause
17. Courier Clause
18. Registered Post and Parcel Clause
19. Institute Extended Radioactive Contamination Exclusion Clause (01/11/02) CL-356
20. Institute Chemical, Biological, Bio - Chemical, Electromagnetic Weapons and Cyber Attack Exclusion Clause (01/11/02) CL-365
21. Termination of Transit Clause (Terrorism) (2009 JC2009- 056)
22. Important Notice
23. Sanction Limitation and Exclusion Clause JC2010/014 dated 11.08.2010
24. Courier Dispatch Warranty
25. Cancellation Clause

Special Conditions:
Warranties:
Exclusion:

Survey Agent : HDFC Ergo General Insurance, Mumbai
Claim Settling Agent : HDFC Ergo General Insurance, Mumbai

Subject otherwise to terms and conditions of Marine Open Insurance Policy Signed for and on behalf of the HDFC ERGO General Insurance Company Limited, at Mumbai on November 17, 2016

Authorised Signatory-

Service Tax Registration No: AABCH0738EST004
The contract will be cancelled ab intio in case; the consideration under the policy is not realized.
The stamp duty of Re 1.00 (One Rupee only) paid by Demand Draft, vide Receipt/Challan no 1922235201617 Dated 05/08/2016 as prescribed in Government Notification Revenue and Forest Department No Mudrank 2004/4125/CR 690/M-1, dated 31/12/2004
The company may cancel the policy by sending 15 days notice in case of any fraud, misrepresentation, non disclosure of material fact or non cooperation of the insured as per regulation 11.1.(xiii) of irda (protection on policy holders interests) regulations, 2017.
The Company shall be under no obligation to renew the policy on expiry of the period for which premium has been paid. The Company reserves the right to offer revised rates, terms and conditions at renewal based on claim experience and a fresh assessment of the risk. This policy may be renewed only by mutual consent and subject to payment in advance of the total premium at the rate in force at the time of renewal. The Company, however, shall not be bound to give notice that the policy is due for renewal or to accept any renewal premium. Unless renewed as herein provided, this policy shall automatically terminate at the expiry of the period for which premium has already been paid.

POLICY WORDINGS

1/1/09

INSTITUTE CARGO CLAUSES (A) RISKS COVERED

Risks

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

General Average

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

"Both to Blame Collision Clause"

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

EXCLUSIONS

4. In no case shall this insurance cover loss damage or expense attributable to wilful misconduct of the Assured ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured 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) loss damage or expense caused by inherent vice or nature of the subject-matter insured 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) 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 loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

5. 5.1 In no case shall this insurance cover loss damage or expense arising from 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 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 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. The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

6. In no case shall this insurance cover loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising here from, or any hostile act by or against a belligerent power capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat derelict mines torpedoes bombs or other derelict weapons of war.

7. In no case shall this insurance cover loss damage or expense caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions resulting from strikes, lock-outs, labour disturbances, riots or civil commotions caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organization which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted 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 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, 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 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 on the expiry of 60 days after completion of discharge over side of the subject-matter insured from the oversea vessel at the final port of discharge, whichever shall first occur. If, after discharge over side 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. This insurance shall remain in force (subject to termination as provided for in Clauses 8.1.1 to 8.1.4 above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

TERMINATION OF CONTRACT OF CARRIAGE

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

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

Change of Voyage

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

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

CLAIMS

Insurable Interest

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

11.2 Subject to Clause 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers

were not.

Forwarding Charges

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

Constructive Total Loss

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

Increased Value

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

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

BENEFIT OF INSURANCE

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

MINIMISING LOSSES DUTY OF ASSURED

16. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder to take such measures as may be reasonable for the purpose of averting or minimizing such loss, and to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

WAIVER

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

AVOIDANCE OF DELAY

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

LAW AND PRACTICE

19. This insurance is subject to English law and practice.
NOTE:- Where a continuation of cover is requested under Clause 9, or a change of destination is notified under Clause 10, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.
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INSTITUTE CARGO CLAUSES (B)

RISKS COVERED

Risks

1. This insurance covers all risks of loss of or damage to the subject-matter insured except as excluded by the provisions of Clauses 4, 5, 6 and 7 below. loss of or damage to the subject-matter insured reasonably attributable to fire or explosion vessel or craft being stranded grounded sunk or capsized overturning or derailment of land conveyance collision or contact of vessel craft or conveyance with any external object other than water discharge of cargo at a port of distress earthquake volcanic eruption or lightning, loss of or damage to the subject-matter insured caused by general average sacrifice jettison or washing overboard entry of sea lake or river water into vessel craft hold conveyance container or place of storage, total loss of any package lost overboard or dropped whilst loading on to, or unloading from, vessel or craft. General Average
2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of carriage and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 below.

"Both to Blame Collision Clause"

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

EXCLUSIONS

4. In no case shall this insurance cover loss damage or expense attributable to wilful misconduct of the Assured ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured 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) loss damage or expense caused by inherent vice or nature of the subject-matter insured 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) 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 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. loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

5. 5.1 In no case shall this insurance cover loss damage or expense arising from 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 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 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. The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

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

7. In no case shall this insurance over loss damage or expense caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions resulting from strikes, lock-outs, labour disturbances, riots or civil commotions caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organization which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted 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 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, 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 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 on the expiry of 60 days after completion of discharge overside of the subject-matter insured from the oversea vessel at the f final port of discharge, whichever shall first occur. 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.

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

Termination of Contract of Carriage

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

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

Change of Voyage

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

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

CLAIMS

Insurable Interest

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

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

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

Constructive Total Loss

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

Increased Value

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

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

BENEFIT OF INSURANCE

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

MINIMISING LOSSES

Duty of Assured

16. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder to take such measures as may be reasonable for the purpose of averting or minimising such loss, and to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Assured

for any charges properly and reasonably incurred in pursuance of these duties.

Waiver

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

AVOIDANCE OF DELAY

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

LAW AND PRACTICE

19. This insurance is subject to English law and practice.
NOTE:- Where a continuation of cover is requested under Clause 9, or a change of destination is notified under Clause 10, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.
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1/1/09

INSTITUTE WAR CLAUSES
(CARGO) RISK COVERED

Risk

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

General Average

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

EXCLUSIONS

3. In no case shall this insurance cover loss damage or expense attributable to wilful misconduct of the Assured ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured 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) loss damage or expense caused by inherent vice or nature of the subject-matter insured 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) 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 any claim based upon loss of or frustration of the voyage or adventure loss damage or expense directly or indirectly caused by or arising from any hostile use of any weapon or device employing atomic or nuclear fission and/ or fusion or other like reaction or radioactive force or matter.

4. 4.1 In no case shall this insurance cover loss damage or expense arising from 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 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 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. 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 attaches only as the subject-matter insured and as to any part as that part is loaded on an oversea vessel and 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 reattaches when, without having discharged the subject- matter insured at the final port or place of discharge, the vessel sails therefrom, and 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. 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 where the on-carriage is by oversea

vessel this insurance continues subject to the terms of these Clauses, or

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

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 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; 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.

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.

Subject to prompt notice to Insurers, and to an additional premium if required, his insurance shall remain in force within the provisions of these Clauses during any deviation, or any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage. (For the purpose of Clause 5 "arrival" shall be deemed to mean that the vessel is anchored, moored or otherwise secured at a berth or place within the Harbour Authority area. If such a berth or place is not available, arrival is deemed to have occurred when the vessel first anchors, moors or otherwise secures either at or off the intended port or place of discharge "oversea vessel" shall be deemed to mean a vessel carrying the subject- matter from one port or place to another where such voyage involves a sea passage by that vessel)

Change of Voyage

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

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

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

CLAIMS

Insurable Interest

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

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

Increased Value

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

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

BENEFIT OF INSURANCE

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

MINIMISING LOSSES

Duty of Assured

11. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder to take such measures as may be reasonable for the purpose of averting or minimising such loss, and to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

Waiver

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

AVOIDANCE OF DELAY

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

LAW AND PRACTICE

14. This insurance is subject to English .

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

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CL385 01/01/2009
1/1/09

Risks

INSTITUTE STRIKES CLAUSES

(CARGO) RISK COVERED

1. This insurance covers, except as excluded by the provisions of Clauses 3and 4 below, loss of or damage to the subject-matter insured caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions any act of terrorism being an act of any person acting on behalf of, or in connection with, any organization which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted any person acting from a political, ideological or religious motive.

General Average

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

EXCLUSIONS

3. In no case shall this insurance cover loss damage or expense attributable to wilful misconduct of the Assured ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured 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) loss damage or expense caused by inherent vice or nature of the subject-matter insured loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2above) 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 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 any claim based upon loss of or frustration of the voyage or adventure 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 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.

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

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 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, 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

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

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.

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.

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

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 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

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

Change of Voyage

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

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

CLAIMS

Insurable Interest

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

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

Increased Value

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

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

BENEFIT OF INSURANCE

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

MINIMISING LOSSES

Duty of Assured

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

to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

Waiver

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

AVOIDANCE OF DELAY

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

LAW AND PRACTICE

14. This insurance is subject to English law and practice.
NOTE:- Where a continuation of cover is requested under Clause 6, or a change of destination is notified under Clause 7, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.
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CL386 01/01/2009

INSTITUTE CLASSIFICATION CLAUSE 01/01/2001

QUALIFYING VESSELS

1. This insurance and the marine transit rates as agreed in the policy or open cover apply only to cargoes and/or interests carried by mechanically self-propelled vessels of steel construction classed with a Classification Society which is:
a Member or Associate Member of the International Association of Classification Societies (IACS)**, or 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: 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
were constructed as containers hips, 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

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CARGO ISM ENDORSEMENT (JC98/019)

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

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

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

The 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.

1/1/09

Risks

INSTITUTE WAR CLAUSES (AIR CARGO)

(excluding sending by Post)

RISK COVERED

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 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power capture seizure arrest restraint or detainment, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat derelict mines torpedoes bombs or other derelict weapons of war.

Salvage Charges

2. This insurance covers salvage charges, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clause3 below.

EXCLUSIONS

3. In no case shall this insurance cover loss damage or expense attributable to wilful misconduct of the Assured ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured 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)loss damage or expense caused by inherent vice or nature of the subject-matter insured 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. loss damage or expense caused by delay, even though the delay be caused by a risk insured against 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

LAW AND PRACTICE

3. 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

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CARGO ISM ENDORSEMENT (JC98/019)

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

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

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

The 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.
1/1/09

Risks

INSTITUTE WAR CLAUSES (AIR CARGO)

(excluding sendings by Post)

RISK COVERED

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 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power capture seizure arrest restraint or detainment, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat derelict mines torpedoes bombs or other derelict weapons of war.

Salvage Charges

2. This insurance covers salvage charges, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clause3 below.

EXCLUSIONS

3. In no case shall this insurance cover loss damage or expense attributable to wilful misconduct of the Assured ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured 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)loss damage or expense caused by inherent vice or nature of the subject-matter insured 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. loss damage or expense caused by delay, even though the delay be caused by a risk insured against 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 purpose of averting or minimi any claim based upon loss of or frustration of the voyage or adventure 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.

DURATION

Transit Clause

4. 4.1 This insurance 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 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 reattaches when, without having discharged the subject- matter insured at the final place of discharge, the aircraft departs therefrom, and 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. 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 where the on-carriage is by aircraft this insurance continues subject to the terms of these Clauses, or
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.
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 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; 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. Subject to prompt notice to Insurers, and to an additional premium if required , this insurance shall remain in force within the provisions of these Clauses during any deviation, or any variation of the adventure arising from the exercise of a liberty granted to the air carriers under the contract of carriage. (For the purpose of Clause 4 "oversea vessel" shall be deemed to mean a vessel carrying the subject-matter from one port or place to another where such voyage involves a sea passage by that vessel)

Change of Transit

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

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

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

CLAIMS

Insurable Interest

7. 7.1 In order to recover under this insurance the Assured must have an insurable interest in the subject- matter insured at the time of the loss.

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

Increased Value

8. 8.1 If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured. In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

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

BENEFIT OF INSURANCE

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

MINIMISING LOSSES

Duty of Assured

10. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder to take such measures as may be reasonable for the purpose of averting or minimizing such loss, and to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

Waiver

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

prejudice the rights of either party.

AVOIDANCE OF DELAY

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

LAW AND PRACTICE

13. This insurance is subject to English law and practice.
NOTE:- Where a reattachment of cover is requested under Clause 4, or a change of destination is notified under Clause 5, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.
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CL388 01/01/2009

1/1/09

INSTITUTE STRIKES CLAUSES (AIR CARGO) RISK COVERED

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

Salvage Charges

2. This insurance covers salvage charges, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clause3 below.

EXCLUSIONS

3. In no case shall this insurance cover loss damage or expense attributable to wilful misconduct of the Assured ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured 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) loss damage or expense caused by inherent vice or nature of the subject-matter insured 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. loss damage or expense caused by delay, even though the delay be caused by a risk insured against 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 ormal 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 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 any claim based upon loss of or frustration of the transit or adventure 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 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 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, 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

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

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. 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.

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

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

Change of Transit

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

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

CLAIMS

Insurable Interest

7. 7.1 In order to recover under this insurance the Assured must have an insurable interest in the subject- matter insured at the time of the loss.

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

Increased Value

8. 8.1 If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

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

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

BENEFIT OF INSURANCE

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

MINIMISING LOSSES

Duty of Assured

10. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder to take such measures as may be reasonable for the purpose of averting or minimising such loss, and to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

Waiver

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

AVOIDANCE OF DELAY

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

LAW AND PRACTICE

13. This insurance is subject to English law and practice.
    NOTE:- Where a continuation of cover is requested under Clause 5, or a change of destination is notified under Clause 6, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.
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CL389 01/01/2009 / 2010

INLAND TRANSIT (RAIL/ROAD/AIR) CLAUSE – A (ALL RISKS)

RISKS COVERED

RISK CLAUSE

1. This insurance covers all risks of loss or damage to the subject-matter insured except as excluded by the provisions of Clauses Nos. 2, 3, 4 & 5 below

EXCLUSIONS

GENERAL EXCLUSION CLAUSE

2. In no case shall this insurance cover loss damage or expense attributable to wilful misconduct of the Assured ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured 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 container, land conveyance or railway wagon and 'employees' shall not include independent contractors) loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against loss damage or expense caused by inherent vice or nature of the subject-matter insured loss damage or expense directly or indirectly caused by or arising from the use any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

UNFITNESS OF CONTAINER/CONVEYANCE CLAUSE

3. In no case shall this insurance cover loss damage or expense arising from Unfitness of container or land and/ or rail 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

WAR EXCLUSION CLAUSE

4. In no case shall this insurance cover 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 capture seizure arrest restraint or detainment and the consequences thereof any attempt there at derelict mines bombs or other derelict weapons of war.

STRIKES EXCLUSION CLAUSE

5. In no case shall this insurance cover loss, damage or expense caused by strikers, locked out workmen, or persons taking part in labour disturbances, riots or civil commotions resulting from strikes, lock-outs, labour disturbance, riots or civil commotions caused by any act/s of terrorism being an act of any person/s acting on behalf of, or in connection with, any organization/s which carries/carry out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted caused by any person acting from a political, ideological or religious motive. caused by the intervention of government authorities (for e.g. Armed &Paramilitary forces, Police force, Fire Brigade, etc.) in connection with curbing and stopping what are excluded vide clauses 5.1 to 5.4.

DURATION

TRANSIT CLAUSE

6. 6.1 Subject to clause 7 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 "of from the time the courier collects the subject matter insured and Courier Receipt (s) their of duly issued" for the commencement of transit and continues during the ordinary course of transit including customary transshipment, if any, and terminates either 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, or 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 when the Assured or their employee select to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or 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 in respect of transit by Road only until expiry of 7 days after arrival of the vehicle at the destination town named in the policy in respect of transit by Air only until expiry of 7 days after unloading the subject- matter insured from the aircraft at the final place of discharge. until delivery to the consignee at destination by the courier or on expiry of 7 days after the date of arrival of the subject matter 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.
3. Transit by Air shall include incidental transit by road performed by Airport Authorities to or from Airport.

This insurance shall remain in force (subject to termination as provided for in clauses 6.1.1. to 6.1.3 above) during delay beyond the control of the Assured, any deviation and forced delivery and during any variation of the transit arising out of/from the exercise of a liberty granted to carriers under the contract of affreightment.

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 loss.

7.2 Subject to 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 underwriters were not.

BENEFIT OF INSURANCE NOT TO INURE CLAUSE

8. This insurance 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 shall not extend to or otherwise benefit the carrier or other bailees.

MINIMISING LOSSES

DUTY OF ASSURED CLAUSE

9. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder to take such measures as may be reasonable for the purpose or averting or minimizing such loss and to ensure that all rights against carriers, bailees, couriers or other third parties are properly preserved and exercised by immediately 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

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

AVOIDANCE OF DELAY REASONABLE DISPATCH CLAUSE

11. It is a condition of this insurance that the assured shall act with reasonable dispatch in all circumstances within their control.

LAW AND PRACTICE JURISDICTION CLAUSE

12. This insurance is subject to Indian Law & practice

2010

INLAND TRANSIT (RAIL/ROAD) CLAUSE – B (NAMED PERILS)

RISKS COVERED

RISK CLAUSE

1. This insurance covers except as excluded by the provisions of Clauses 2, 3, 4 & 5 below, the risks of physical loss or damage to the insured goods caused by
   a) i) fire or explosion
      ii) lightning
      iii) breakage of bridges
      iv) Earthquake and Volcanic eruption
   b) i) collision with or by the carrying vehicle/ railway wagon
      ii) overturning of the carrying vehicle/ railway wagon
      iii) derailment or accidents of like nature to the carrying railway wagon/vehicle

EXCLUSIONS

GENERAL EXCLUSION CLAUSE

2. In no case shall this insurance cover loss damage or expense attributable to willful misconduct of the Assured ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured 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 container, land conveyance or railway wagon and 'employees' shall not include independent contractors) loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against loss damage or expense caused by inherent vice or nature of the subject-matter insured loss damage or expense directly or indirectly caused by or arising from the use any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter deliberate damage to or deliberate destruction of the subject- matter insured or any part thereof by the wrongful act of any person or persons

UNFITNESS OF CONTAINER/CONVEYANCE CLAUSE

3. In no case shall this insurance cover loss damage or expense arising from
   3.1 Unfitness of container or land and/or rail 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

WAR EXCLUSION CLAUSE

4. In no case shall this insurance cover 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 capture seizure arrest restraint or detainment and the consequences thereof any attempt thereat derelict mines bombs or other derelict weapons of war.

STRIKES EXCLUSION CLAUSE

5. In no case shall this insurance cover loss, damage or expense caused by strikers, locked out workmen, or persons taking part in labour disturbances, riots or civil commotions resulting from strikes, lock-outs, labour disturbance, riots or civil commotions caused by any act/s of terrorism being an act of any

person/s acting on behalf of, or in connection with, any organization/s which carries/carry out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted caused by any person acting from a political, ideological or religious motive. caused by the intervention of government authorities (for e.g. Armed &Paramilitary forces, Police force, Fire Brigade, etc.) in connection with curbing and stopping what are excluded vide clauses 5.1 to 5.4

DURATION TRANSIT CLAUSE

6. 6.1 Subject to Clause 7 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 "or from the time the courier collects the subject matter insured and Courier Receipt (s) thereof duly issued" for the commencement of transit and continues during the ordinary course of transit including customary transshipment, if any, and terminates either in 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, or

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 allocation or distribution, or 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 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

in respect of transit by Road only until expiry of 7 days after arrival of the vehicle at the destination town named in the policy until delivery to the consignee at destination by the courier or on expiry of 7 days after the date of arrival of the subject matter 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.

6.2. Transit by Rail only shall include incidental transit by Road performed by Railway Authorities to or from Railway out Agency. This insurance shall remain in force (subject to termination as provided for in

CLAIMS

clauses 6.1.1. to 6.1.3 above) during delay beyond the control of the Assured, any deviation and forced delivery and during any variation of the transit arising out of/from the exercise of a liberty granted to carriers under the contract of affreightment. 2010

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 loss.

7.2 Subject to 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 underwriters were not.

BENEFIT OF INSURANCE NOT TO INURE CLAUSE

8. This insurance 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 shall not extend to or otherwise benefit the carrier or other bailees.

MINIMISING LOSSES

DUTY OF ASSURED CLAUSE

9. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder to take such measures as may be reasonable for the purpose or averting or minimizing such loss and to ensure that all rights against carriers, bailees, couriers or other third parties are properly preserved and exercised by immediately 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

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

AVOIDANCE OF DELAY REASONABLE DISPATCH CLAUSE

11. It is a condition of this insurance that the assured shall act with reasonable dispatch in all circumstances within their control.

LAW AND PRACTICE JURISDICTION CLAUSE

12. This insurance is subject to Indian Law & practice

"STRIKES RIOTS AND CIVIL COMMOTIONS CLAUSE"

(Inland Transit (including Air and Courier) not in conjunction with Ocean Going Voyage)

RISK COVERED

RISK 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: strikers, Locked-out workmen, or persons taking part in labour disturbances riots or civil commotions, any act/s of terrorism being an act/s of any person/s acting on behalf of, or in connection with, any organization/s which carries/carry out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted caused by any person/s acting from a political, ideological or religious motive.

caused by the intervention of government authorities (for e.g. Armed & Paramilitary forces, Police force, Fire brigade, etc.) in connection with curbing and stopping what are covered by Clauses 1.1 to 1.3 above.

EXCLUSIONS

GENERAL EXCLUSION CLAUSE

2. In no case shall this insurance cover loss or damage or expense proximately caused by delay, inherent vice or nature of the subject-matter insured loss damage or expense proximately caused by the absence, shortage or withholding of labour of any description whatsoever during any strike, lock-out, labour disturbances riot or civil commotion any claim for expenses arising from delay or other consequential or indirect loss or damage of any kind loss or damage or expense caused by hostilities,

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

LAW AND PRACTICE JURISDICTION CLAUSE

3. This insurance is subject to Indian Law & practice

TERMINATION OF TRANSIT CLAUSE (TERRORISM) 2009

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

1. Notwithstanding any provision to the contrary contained in the contract of insurance or the Clauses referred to therein, it is agreed that in so far as the contract of insurance covers loss of or damage to the subject-matter insured caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organization which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted or any person acting from a political, ideological or religious motive, such cover is conditional upon the subject-matter insured being in the ordinary course of transit and, in any event, SHALL TERMINATE:
   either as per the transit clauses contained within the contract of insurance, or
   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,
   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
   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
   in respect of marine transits, on the expiry of 60 days after completion of discharge overside of the subject-matter insured from the oversea vessel at the final port of discharge, in respect of air transits, on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge, whichever shall first occur.
2. If the contract of insurance or the Clauses referred to therein specifically provide cover for inland or other further transits following on from storage, or termination as provided for above, cover will re-attach, and continues during the ordinary course of that transit terminating again in accordance with clause1.

JC2009/056 01/01/2009

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 to either:

i) such vessel not being certified in accordance with the ISM Code or

ii) a current Document of Compliance not being held by her owners or operators. as required under the SOLAS Convention 1974 as amended. This clause, which does not apply to General Average or Salvage

or Salvage Charges, is subject to all other terms, conditions in the policy and to JCC Cargo ISM Endorsement JC98/019.

Seller's Contingency / Interest Clause:

In respect of those exports sold on F.O.B., C & F, or similar terms and where 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 the goods in respect of those consignments sold on "free on board" and "cost and freight "terms dispatched on or after the commencement date appearing in the policy
2. This policy cover physical loss or damage to the cargo insured, subject to the terms and conditions of the policy, to protect on the interest of assured mentioned therein. This insurance is not assignable to any other person who may acquire insurable interest in respect of the property insured excepting a banker operating in India: any assignment other than as stated shall render policy void.
3. Warranted that insured shall not change the terms of contract of sale relating to the goods insured hereunder subsequent to the operation of peril insured against for the purpose of securing indemnity under this policy.
4. Warranted that insured shall safeguard all the contractual and other right against the buyers, carriers and other parties concerned with the transaction and transport of the goods covered herein.
5. Warranted that assured must use all reasonable care, skill and aforesaid and take all precautionary measures, including measures which may be required by the insurers to prevent or minimize the loss.
6. Warranted that existence of this insurance is not to be disclosed to the buyer.
7. No claim shall be payable hereunder if either named assured or the buyer of the insured goods is entitled to indemnification under any other policy covering the same goods. Claim if any, is payable in Indian currency or respective local policy where insured is domiciled (applicable for global policies only) only.
8. Underwriters shall be subrogated to the Assured's rights and benefits against the buyer and / buyer's insurers, and / carrier(s) and / or any other third parties.
9. This policy does not cover the risk which could be covered or which are insurable by Export Credit Guarantee Corporation or any other credit risk policy.

Buyer's Contingency Clause

Notwithstanding anything contained herein to the contrary, for any CIF/DDU/DDP import shipments Insurer's liability to the insured commences from FOB point excluding losses due to ICC (B) / War / SRCC perils. Claims in respect of loss of or damage to the goods and /or merchandise shall be payable hereunder only if and to the extent that the seller fails to fulfill his obligations to provide insurance or if the insurance provided fails to pay a claim recoverable under the terms of the policy.

Any assignment of this Policy or of any interest or claims hereunder shall discharge Underwriters form all liability whatsoever.

When any claim is payable under this Policy Underwriters shall be subrogated to all rights of recovery hereunder including the right of recovery against the seller as well as against any other party.

Warranted by the Assured that the existence of this Contingent Insurance will
not be revealed to the seller or to any other party interested in this consignment.

Notional Duty Clause

The Policy covers the contingent liability that the insured may incur in case of a loss or damage to a duty

free import consignment occurring during inland transit of such goods. It is agreed that the damaged consignment will have to be replaced either by fresh import by paying duty or by procuring from the open market. Claims shall be paid on submission of proof of payment of customs duty in case of re-import or proof of purchase from the open market. The indemnity shall be restricted to the sum insured against the amount of duty paid on re-import or the difference between the market price and the duty free import price (as the case may be) whichever is less.

The policy also covers the contingent liability that the insured may incur in case of a loss or damage to an export consignment occurring during inland transit of such goods

Deliberate Damage - Pollution Hazard Clause:

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 from the public welfare to prevent or mitigate a pollution hazard or threat thereof, provided that the accident or occurrence creating the situation which required such governmental action would have resulted in 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.

Letter of Credit Clause

Notwithstanding the Conditions of this Contract it is agreed, subject to the prior approval of Underwriters, that Certificates and/or Policies may be issued hereunder to enable the Assured to comply with the insurance requirements of any Letter of Credit and/or Sales Contract concerned, such agreement being conditional on the payment of any additional premium which may be required in the event that the cover required is wider than that provided by the current Contract Wording.

It is also agreed that regardless of the conditions on which any Certificates and/or Policies may be issued pursuant to the foregoing, the Assured named herein shall continue to enjoy the full protection of this Contract.

However, policy terms shall be paramount for claim assessment purposes.

Shut Out Cargo Clause

The duration of the Insured Transit is extended for 30 days whilst waiting for an alternative Conveyance where Goods are shutout from the Conveyance at at port / airport during the course of the Insured Transit

General Average and Salvage Charges Clause

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

For the purpose of claims for general average contributions and salvage charges recoverable hereunder, the subject- matter insured shall be deemed to be insured for its full contributory value.

Label Clause

In case of damage from perils insured against affecting labels only, loss to be limited to pay the cost of reconditioning, cost of new labels and cost of relabeling the goods, provided the damage will have amounted to a claim under the terms of the policy.

Accumulation Clause

The vessel and conveyance limits of liability expressed herein shall not apply in the event of or during

transshipment or after the arrival of the oversea vessel or conveyance at the port or place of discharge to include but not limited to any inland destination/Container Freight Station/Inland Container Depots provided always the accumulation of interests beyond such limits of liability shall have arisen in the ordinary course of transit from circumstances beyond the control of the Assured.

Any other accumulation of interests beyond the transit limits of liability expressed herein by reason of transit interruption and/or other circumstances beyond the control of the Assured, Underwriters shall, provided notice be given in all such cases as soon as known to the Assured, hold covered such excess amount and be liable for the full amount at risk but in no event shall Underwriters be liable hereunder for more than the location limits of liability expressed herein If such accumulations do take place exceeding the location limit, unless prior notice is given to the company, and suitable amendments have been made in the policy, condition of average will be applicable at the time of claim

Per Sending Limit

Notwithstanding anything to contrary contained in this contract, the liability of the insurer, in respect of any accident or series of accidents arising from the same event shall not exceed the amount specified in the schedule of the policy. Shipment values exceeding this limit, unless prior notice is given to the company, and suitable amendments have been made in the policy, insured will be self insurer and for partial loss condition of average will be applicable at the time of claim

Per Location Limit

Notwithstanding anything to contrary contained in this contract, the liability of the insurer, in respect of any accident or series of accidents arising from the same event at any one location shall not exceed the amount specified in the schedule of the policy. This denotes accumulation of all shipments at any one place at any one time e.g. Intermediate storage, carriers or godowns, at the port awaiting shipment and similar places. If such accumulations do take place exceeding the limit, unless prior notice is given to the company, and suitable amendments have been made in the policy, condition of average will be applicable at the time of claim

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 of whole or part of cargo prior to the duty becoming payable
b) General Average, Salvage and / or Salvage charges arising from any casualty occurring prior to the duty becoming payable.

In ascertaining the amount of 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. The Assured is the holder or assignee of the Import License, or is the actual user who has purchased goods from recognized Export House / Channelizing Agency.
2. This Policy is not assignable.
3. No claim shall be paid for Duty until the claim under the

C.I.F. value insurance policy is payable and proof of liability for the loss under that policy shall be furnished

to the Company. This provision need not apply to cases where C.I.F. is insured overseas due to contractual obligation.

4. This is not a valued policy as defined in the Marine Insurance Act. Claims under this policy are payable on the basis of actual duty paid or on the basis of the sum insured, whichever is less.
5. 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 minimize 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 other others for recovery of duty paid in respect of such damaged or lost cargo and any recovery relating to the duty paid shall be credited to the Company.

Pair and Set Clause

Company's liability shall not exceed the value of any particular part or parts which may be lost or damaged, without reference to any special value which such article(s) may have as part(s) of such pair or set, nor more than a proportionate part of the insured value of the pair or set.

Limitation of Liability Clause

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 their Authorized Representative, Agents or where the Consignment Note is issued by a Private Carrier (other than the 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.

IMPORTANT NOTICE

PROCEDURE IN THE EVENT OF LOSS OR DAMAGE FOR WHICH UNDERWRITERS MAY BE LIABLE. LIABILITY OF CARRIERS, BAILEES OR OTHER THIRD PARTIES

INSTRUCTIONS FOR SURVEY

In the event of loss or damage which may involve a claim under this insurance, immediate notice of such loss or damage should be given to and a Survey Report obtained from the Company's representative at port of discharge or destination or if there be no representative of the Company, the nearest Lloyd's Agent.

FOR OCEAN SHIPMENTS

It is the duty of the Assured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or 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. 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 as found at such survey.
3. When delivery is made by container, to ensure that the container and its seals are examined immediately by their responsible official.
4. In no circumstances except under written protest, to give clean receipts where goods are in doubtful condition.
5. To give notice in writing to the carriers or other Bailees within 3 days of delivery if the loss or damage

was not apparent at the time of taking delivery.

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

Institute Chemical, Biological, Bio-Chemical, Electromagnetic Weapons and Cyber Attack Exclusion Clause (01/11/02) CL-365.

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 any chemical, biological, bio-chemical or electromagnetic weapon
   - 1.2 the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, computer virus or process or any other electronic system

CL-365

Institute Extended Radioactive Contamination Exclusion Clause (01/11/02) CL-356.

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

CL.356

Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and. Electromagnetic Weapons Exclusion Clause – 10/11/03 CL.370.

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

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

CL 370

JOINT EXCESS LOSS CYBER LOSSES CLAUSE (JX2020-007).

1. Notwithstanding any other term of this Contract save for Clause 2 below, in no case shall this Contract cover loss, damage, liability, or expense directly or indirectly caused by or contributed to by or arising from the use or operation of an Information Technology Device as a means for inflicting harm.
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 shall not exclude losses which would otherwise be covered arising from the use of any Information Technology Device in the launch and/or guidance system and/or firing mechanism of any weapon or missile.
3. Where the use or operation of an Information Technology Device was not used as a means of inflicting harm, any ensuing loss, damage, liability or expense shall be excluded unless a physical peril named in the Information Technology Hazards Clause within JELC CL432 (16/10/2017) was also a significant cause of a loss. In such case this Contract shall cover the loss, damage, liability or expense in accordance with but only to the extent provided for in that Clause, whether that Clause forms part of this Contract or not.
4. For the purposes of this clause, an Information Technology Device shall mean any computer system, hardware, software, program, code, data, process, virus, information repository, microchip, integrated circuit or similar device in or connected with computer equipment or non-computer equipment, whether the property of a direct insured or not.

SANCTION LIMITATION AND EXCLUSION CLAUSE LMA 3100 (Amended)

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

MARINE CYBER ENDORSEMENT

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

LMA5403
11 November 2019.

War and Strike Risk Termination Clause

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

Notwithstanding anything to the contrary stated herein or subsequently added hereto, it is understood and agreed that if this treaty provides that war and strikes, riot and civil commotions risks (including terrorism) may be ceded hereunder, then the cover afforded by this reinsurance in respect of such war and strikes, riot and civil commotions risks (including terrorism) shall be subject to terms and conditions no wider than the relevant London Institute War and Strikes Clauses current at the inception of the risk ceded hereunder, or current at the later of either the inception date or the most recent anniversary date of this treaty.

The acceptance of war and strikes, riot and civil commotions risks (including terrorism) under this contract is at all times subject to 7 days notice of cancellation by insurers or reinsurers. Such cancellation becoming effective on the expiry of 7 days from midnight of the day on which notice of cancellation is issued by either party.

Notice of cancelation can be given by e mail and is deemed served at the time that the e mail is sent. Also, any notice of cancelation given to the placing reinsurance broker or intermediary under this section shall be deemed to satisfy any requirement of notice provided for anywhere in this reinsurance agreement and shall override any inconsistent provisions as to notice within this reinsurance agreement.

Specific Territory Exclusion Clause

This Exclusion is paramount and shall override anything contrary contained in the policy

Notwithstanding anything to the contrary herein, all Specified Territory Exposures whether direct or indirect, are excluded. The term Specified Territory Exposure includes but is not limited to any activity, transaction, legal proceedings, operation, entity, subsidiary, headquarters, branch, products, good, property, asset, services, in a Specified Territory or, as applicable, delivered to, located in, originating in, transitioning from, to or through a specified Territory, as well as any person ordinarily resident in a Specified Territory, th government of a Specified Territory, as well as any entity owned or controlled by any entity in a Specified Territory including, without limitation affiliates outside of a Specified Territory.

Specified Territory means The Republic of Belarus, Ukraine and / or The Russian Federation

RUB Exclusion Clause :

"Excluding all loss, damage, liability, or expense directly caused by or arising from or in connection with the current Russia-Ukraine-Belarus conflict and/or any expansion of such conflict. Also excluded shall be loss, damage, liability or expense where the aforementioned conflict is deemed to be the proximate cause of such loss, damage, liability or expense. This also includes but is not limited to confiscation, expropriation, nationalization, deprivation or restraining in movement of vessels and cargo in the territory of the aforementioned countries".

FIVE POWERS WAR CLAUSE

Where any war risks coverage is provided by underwriters, this(re)insurance excludes loss damage liability or expense arising from the outbreak of war (whether there be a declaration of war or not) between any of the following: United Kingdom, United States of America, France, the Russian Federation, the People's Republic of China.

JC2023-024

6th Jan 2023

GENERAL PROVISIONS BASIS OF VALUATION

The shipments insured hereunder are to be valued, premium included, at the amount of invoice including all charges noted in the invoice and including prepaid and/or guaranteed freight, plus 10% unless otherwise declared to the Company prior to shipment and prior to any known or reported loss and then at the amount declared.

DECLARATIONS

The Declarations are to be made to HDFC ERGO General Insurance Company Limited prior to dispatch or as soon as possible, but no later than 3 days/hours after departure of vessel or conveyance. It is a condition of this policy that until expiry the Insured is bound to declare hereunder each and every shipment dispatched falling within its scope without exception whether arrived at the insured destination or not, the Company being bound to accept same up to but not exceeding the Limit of Liability specified herein.

LOSS OR DAMAGE PRIOR TO SHIPMENT OR DISPATCH

Should this policy extend to cover the insured interest prior to shipment or dispatch in the event of loss or damage by insured perils as per attached clauses prior to shipment or dispatch the Insured is also bound to declare to the Company the value of the insured interest at risk at the time of the loss or damage and to pay the appropriate premium thereon within 3 days of the loss or damage.

INSPECTION OF RECORDS

By reporting any shipment hereunder the Insured signifies its agreement that the Company or a person appointed by the Company may examine the books and records of the Insured as far as they relate to the subject matter of this insurance at any time while this insurance is in force and for twelve months after termination.

TRANSFER OF INTEREST

Nothing herein shall prevent the transfer of a Policy or Certificate issued in terms of this policy on sale pledge or other transfer of the interest in the insured goods by the named Insured or Insured's assignee.

FRAUD & MISREPRESENTATION

In case of fraud, misrepresentation or non-disclosure by or on behalf of the Insured, the Company shall be entitled to cancel the policy, immediately upon becoming aware of such fraud, misrepresentation or non-disclosure. All premium paid shall be forfeited in such cases and no refund shall be allowed.

CANCELLATION

This policy may be cancelled by the Company or by the Insured under the following conditions:-

MARINE AND TRANSIT RISKS : By 30 days' notice in writing

WAR STRIKES RIOTS & : By 7 days' notice in writing, 48 hours' notice for shipment

CIVIL COMMOTIONS RISKS : To and from U.S.A.

If any claim under the policy/certificate issued under this policy is in any respect fraudulent or if any fraudulent means or devices be used to obtain benefit under this policy/certificate or if any loss, destruction or damage be occasioned by the willful act or with the connivance of the Insured, or benefits be claimed on items or due to items specifically excluded and not declared prior to transits, all benefits under this policy/certificate shall be forfeited.

Cancellation shall become effective on the expiry of the stipulated period calculated from midnight or the day on which notice of the cancellation is issued by or to the Company, but shall not apply to:-

(a) Any insurance against the said risks which shall have attached in accordance with the conditions of this

policy before cancellation becomes effective.

(b) War Risks cover in respect of any Declaration of goods for shipment by a named vessel or of specified goods to be shipped by a vessel to be named later accepted by the company before the time at which the cancellation becomes effective, such goods not having been loaded on board the overseas vessel before that time provided the goods be loaded on board the overseas vessel and the vessel sail within 15 days from midnight of the day on which the cancellation becomes effective, but if the War Risks cover shall have attached and the vessel does not sail within the said 15 days the War Risks cover in respect of such Declaration shall end on the expiry of that period notwithstanding anything to the contrary contained in the provisions in this policy.

Nothing in this clause shall operate to cause a Declaration to attach to this policy if such Declaration would be excluded owing to the vessel having not sailed within the Period of Insurance stated herein.

IMPORTANT NOTICE COMMUNICATIONS

All communications with respect to this Insurance are to be addressed to
HDFC ERGO General Insurance Company Limited,
6th Floor, Leela Business Park,
Andheri – Kurla Road, Andheri (E),
Mumbai 400 059,
INDIA

INSTRUCTION FOR SURVEY

In the event of loss or damage which may involve a claim under this Insurance, immediate notice of such loss or damage, which shall in no case be provided later than 30 days from the date of the event of loss or damage, should be given to and a Survey Report obtained from the Survey Agents named in the Policy/certificate issued.

OBLIGATION OF THE INSURED UPON OCCURRENCE OF AN ACCIDENT

In the event of an accident, the Insured shall take all possible steps to minimize any and all losses, which may arise out of such accident

GENERAL AVERAGE

The holder of this Policy/certificate is requested not to sign any Average Bond or to pay and deposit on account of General Average without first communicating with the Company.

SUBROGATION

The Insured shall, at the request of the Company or their agents, assign and subrogate to the Company at the time of the payment and to an amount not exceeding the sum paid by the Company all their rights and claims against others and permit suits to be brought in the Insured's name but at the Company's expense. The Insured further agrees to render all reasonable assistance in the prosecution of said suit or suits.

COMMUNICABLE DISEASE EXCLUSION (Cargo)

1. Notwithstanding any provision to the contrary within this insurance, this insurance does not insure any loss, damage, liability, claim, cost or expense of whatsoever nature caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable.

Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

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

2.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

2.2 the method of transmission, whether direct or indirect, includes but is not limited to airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

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

JC2020-011

17 April 2020

Institute Standard Conditions for Cargo Contracts CI.261,

1.4.82

1. This Policy is to ensure the Subject Matter Insured specified for the transits and on the conditions 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 been 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.

Cargo ISPS Endorsement

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

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

JC 2004/050
04/11/04

CUTTING CLAUSE:

"Damaged portion to be cut and the salvage thus realized to be regarded as sound material unless the material so salvaged falls short of the minimum required size / length for the specific use. Allowance for damaged portion to be determined".

COURIER CLAUSE:

RISK COVERED:

This insurance covers all risks of physical loss or damage to the subject matter insured except as provided in clause Nos. 2,3, & 4 below.

EXCLUSIONS

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
   - 2.4 packing shall be deemed to include stowage in a container or lift van but only when such stowage is carried out prior to attachment of this insurance by the Assured or their servants)
   - 2.5 Loss damage or expenses proximately caused by delay even though the delay be caused by a risk insured against.
   - 2.6 Loss damage or expense caused by inherent vice or nature of the subject matter insured.
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 there from, or any hostile act by or against a belligerent power.
   - 3.2 Capture seizure arrest restraint or detainment and the consequence thereof or any attempt thereat.
   - 3.3 Derelict mines, bombs or other derelict weapons of war.
4. In no case shall this insurance cover loss, damage or expense
   - 4.1 Caused by strikers, locked out workmen or persons taking part in labour disturbances, riots or civil commotions.
   - 4.2 Resulting from strikes, lock-outs, labour disturbance, riots or civil commotions. 4.3 Caused by any terrorist or any person acting from a political motive.

DURATION:

5. This insurance attaches from the time the Courier collects the subject-matter insured and Courier Receipt(s) thereof duly issued and continues in the ordinary course of transit and:
   i) is delivered to the consignee at destination by the Courier
   ii) is delivered to the consignee at destination by the Courier on expiry of seven days after the date of arrival of the subject-matter at the destination town named in the Policy, Whichever shall first occur

CLAIMS:

6. 6.1 In order to recover under the insurance the Assured must have insurable interest in the subject matter insured at the time of loss

BENEFITS OF INSURANCE:

7. This Insurance shall not Inure to the benefit of the carrier or other bailee.

MINIMISING LOSSES:

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 minimizing such loss and
   8.2 to ensure that all rights against Courier Company or other third parties are properly preserved and exercised by lodging a monetary claim against the Courier Companies/third parties immediately on receipt of the Parcel or within the time 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
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 rights of either party.

ADDITIONAL WARRANTY FOR POLICY COVERING SECURITIES:

Warranted that in the event of loss or damage to the Securities, the indemnity will be limited to the cost of obtaining duplicate securities unless it is established that the lost securities have been encashed fraudulently.

REGISTERED POST PARCEL CLAUSE

RISK COVERED

This insurance covers all risks of physical loss or damage to the subject matter insured except as provided in clause Nos. 2, 3, & 4 below.

EXCLUSIONS

1. IN NO CASE SHALL THIS INSURANCE COVER
   1.1 loss damage or expenses attributable to willful misconduct of the assured.
   1.2 ordinary leakage, ordinary loss in weight or volume or ordinary wear and tear of the subject matter insured.
   1.3 loss, damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject matter insured (for the 1.3 loss, damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject matter insured (for the purpose of this clause 1.3. "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 by the Assured or their servants)

1.4 loss damage or expenses proximately caused by delay even though the delay be caused by a risk insured against.

1.5 loss damage or expense caused by inherent vice or nature of the subject matter insured.

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

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

2.2 capture seizure arrest restraint or detainment and the consequence thereof or any attempt thereat.

2.3 derelict mines, bombs or other derelict weapons of war.

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

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

3.2 resulting from strikes, lockouts, labour disturbance, riots or civil commotions

3.3 Caused by any terrorist or any person acting from a political motive.

DURATION:

4. This insurance attaches from the time the insured parcel is delivered by the Insured at the Post Office named in the Policy against their This insurance attaches from the time the insured parcel is delivered by the Insured at the Post Office named in the Policy against their receipt and continues in the ordinary course of transit and:

a. ceases immediately the same is delivered to the consignee at destination by the Postal authorities or

b. on expiry of seven days after the date of arrival of the Parcel at the destination town name in the Policy, whichever shall first occur.

CLAIMS:

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

BENEFITS OF INSURANCE

6. This Insurance shall not Inure to the benefit of the carrier or other bailee.

MINIMISING LOSSES

7. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder

7.1 to take such measures as may be reasonable for the purpose of averting or minimizing such loss and

7.2 to ensure that all rights against Postal Authorities or other third parties are properly preserved and exercised by lodging a monetary claim against the Postal authorities/third parties immediately on receipt of the Parcel or within the time 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

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

AVOIDANCE OF DELAY

9. It is a condition of this Insurance that the assured shall act with reasonable dispatch in all circumstances within their control.

ADDITIONAL WARRANTY FOR POLICY COVERING SECURITIES

Warranted that in the event of loss or damage to the Securities, the indemnity will be limited to the cost of obtaining duplicate securities unless it is established that the lost securities have been encased fraudulently.

Container Claim Clause

Claims for losses/damages necessitating repairs or replacements of parts (OTHER THAN REPLACEMENT OF ELCTRICAL, ELECTRONIC & MECHANICAL PARTS) will be paid in full without applying depreciation subject to adequacy of value insured as stated in the Second-hand Machinery Replacement clause. Replacements of electrical, electronic & mechanical parts would attract depreciation based on the age of the container. Where the container becomes a Total Loss or is beyond economic repairs, necessitating a Constructive Total loss, settlement will be based on Depreciated Market value basis.

Picking Clause

It is hereby understood and agreed that the damaged portion be picked out and undamaged portion be used. It is further declared that insurance shall pay cost of picking and rebailing for both sound and damaged material, provided the loss is caused by an insured peril under the policy. It is further declared and agreed that insurer's liability is restricted to insured value of packing less salvage proceeds of the picked material.

Institute Replacement Clause

In the event of loss of or damage to any part or parts of an insured machine caused by a peril covered by the Policy the sum recoverable shall not exceed the cost of replacement or repair of such part or parts plus charges for forwarding and refitting, if incurred, Provided always that in no case shall the liability of Underwriters exceed the insured value of the complete machine.

Second hand machinery replacement clause

In the event of loss or damage to any part or parts of an insured machine caused by a peril covered by the policy, the Company shall be liable only for the cost of repairing or replacing such part or parts, subject to the condition that settlement of the claim will be made in the same proportion which the insured value of the machine bears to the current market value of a similar machine. The consignment covered hereunder is insured for the market value on as is where is condition. Used Machinery and Spares shall be valued at the depreciated market value of the machines as on the date of loss/Accident.

INSTITUTE FROZEN MEAT CLAUSES (A) - 24 Hours Breakdown

(not suitable for chilled, cooled or fresh meat)

RISKS COVERED	
1. This insurance covers, except as provided in Clauses 4, 5, 6 and 7 below,	Risks Clause
1.1 all risks of loss of or damage to the subject-matter insured, other than loss or damage resulting from any variation in temperature 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 port of distress.	
2.	This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance.	General Average Clause
3.	This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by ship owners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim.	"Both to Blame Collision" Clause
EXCLUSIONS		
4.	In no case shall this insurance cover	General
4.1	loss damage or expense attributable to wilful misconduct of the Assured	Exclusions Clause
4.2	ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured	
4.3	loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "packing" shall be deemed to include stowage in a container or lift van but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)	
4.4	loss damage or expense caused by inherent vice or nature of the subject-matter insured (except loss damage or expense resulting from variation in temperature specifically covered under Clause 1.2 above)	
4.5	loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)	
4.6	loss damage or expense 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 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	
	4.7	loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter	
	4.8	loss damage or expense on shore caused directly or indirectly by earthquake, volcanic eruption and/or fire resulting therefrom	
	4.9	loss damage or expense arising from any failure of the Assured or their servants to take all reasonable precautions to ensure that the subject-matter insured is kept in refrigerated or, where appropriate, properly insulated and cooled space.	
5.	5.1	In no case shall this insurance cover loss damage or expense arising from	Unseaworthiness
		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	and Unfitness Exclusion Clause
		5.1.2 unfitness of container lift van or land conveyance for the safe carriage of the subject-matter insured, where loading therein is carried out prior to attachment of this insurance or by the Assured or their servants.	
	5.2	Where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract, exclusion 5.1.1 above shall not apply.	
	5.3	The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.	
6.		In no case shall this insurance cover loss damage or expense caused by	War Exclusion Clause
	6.1	war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power	
	6.2	capture seizure arrest restraint or detainment, (piracy excepted) and the consequences thereof or any attempt thereat	
	6.3	derelict mines torpedoes bombs or other derelict weapons of war.	
7.		In no case shall this insurance cover loss damage or expense	Strikes Exclusion Clause
	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 terrorist or any person acting from a political motive.	
DURATION			
8.	8.1	This insurance attaches from the time	Transit Clause
		8.1.1 the goods pass into the cooling and/or freezing chambers of the works at the place named herein, provided that the period in such chambers	

	prior to shipment on board the oversea vessel shall not exceed 60 days unless prompt notice be given to the Underwriters and an additional premium paid for each further period of 30 days or part thereof. OR 8.1.2 the goods are loaded into the conveyance at the freezing works or cold store at the place named herein for the commencement of the transit. OR 8.1.3 of loading of the goods into the oversea vessel.	
8.2	This insurance continues during the ordinary course of transit to and whilst in	
	8.2.1 cold store at the destination named herein	
	Or	
	8.2.2 any other cold store which the Assured elect to use following discharge of the goods from the oversea vessel at the port 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	
	8.3.1 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	
	8.3.2 for transit to a destination elsewhere on the expiry of 5 days after final discharge of the goods from the oversea vessel at the port of discharge.	
8.4	Any disposal of the goods other than by storage as in 8.2.1 or 8.2.2 above (except with the prior consent of the Underwriters) or any removal from cold store before the expiry of the relevant period in 8.3.1 or 8.3.2 above shall terminate the insurance on such goods.	
8.5	If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.	
8.6	This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.	
9.	If owing to circumstances beyond the control of the Assured either the contract	Termination of

of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 8 above, then this insurance shall also terminate unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either	Contract of Carriage Clause
9.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,	
or	
9.2 if the goods are forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named herein or to any other destination until terminated in accordance with the provisions of Clause 8 above.	
10. Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.	Change of Voyage Clause
CLAIMS	
11. 11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.	Insurable Interest Clause
11.2 Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.	
11.3 Prompt notice of any deterioration loss or damage shall be given to Underwriters upon first discovery and any claim for depreciation or damage is conditional upon Underwriters having been given an opportunity to inspect such depreciation or damage before termination of the insurance.	
12. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder.	Forwarding Charges Clause
This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.	
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 to the destination to which it is	Constructive Total Loss Clause

insured would exceed its value on arrival.	
14. Should the subject-matter insured or any part thereof not be shipped any claim in respect thereto shall be adjusted on the basis of its insured value less, where included, freight, duty and all charges not incurred.	Adjustment Clause
15. 15.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.	Increased Value Clause
In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.	
15.2 **Where this insurance is on Increased Value the following clause shall apply:**	
The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.	
In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.	
BENEFIT OF INSURANCE	
16. This insurance shall not inure to the benefit of the carrier or other bailee.	Not to Inure Clause
MINIMISING LOSSES	
17. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder	Duty of Assured Clause
17.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss,	
And	
17.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised	
and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.	
18. Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.	Waiver Clause
AVOIDANCE OF DELAY	

19. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.	Reasonable Dispatch Clause
LAW AND PRACTICE	
20. This insurance is subject to English law and practice.	English Law and Practice Clause
NOTE:- It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation. **SPECIAL NOTE**:- This insurance does not cover loss damage or expense caused by embargo, or by rejection prohibition or detention by the government of the country of import or their agencies or departments, but does not exclude loss of or damage to the subject-matter insured caused by risks insured hereunder and sustained prior to any such embargo rejection prohibition or detention.	

CLAIMS PROCEDURE

It is the duty of the Insured and their representatives/ agents, in all cases to take such measures as may be reasonable for the purpose of averting or minimizing loss or damage and to ensure that all rights against Carriers Bailees or other third parties are properly preserved and exercised; in particular, the Insured and/or their representatives/ agents are required:-

(1) To claim immediately on the Carriers and the Port Authorities for any missing packages.
(2) To apply immediately for survey in the docks by Carrier's representative if any loss or damage be apparent and claim on the Carriers for any actual loss or damage found at such survey.
(3) In no circumstances, except under written protest, to give clean receipts where goods are in doubtful condition.
(4) To give notice in writing to the Carriers' representatives within three days of delivery if the loss or damage was not apparent at the time of taking delivery

Note

a) The consignees or their representatives/ agents are required to make themselves familiar with the Regulations of the Port Authorities at the port of discharge.
b) Any claim under this Insurance should be submitted, without delay, together with all correspondence with Carriers or other parties involved.

DOCUMENTATION OF CLAIMS

To enable claims to be dealt with promptly, the Insured is advised to submit all available supporting documents without delay, including when applicable: When the amount of claim has been established, send the following documents to the office of the insurance company located in the country where the loss was discovered. If there is no local office, send documents to HDFC ERGO General Insurance Company Limited in Mumbai:

a. Claim bill in duplicate
b. A copy of the bill of lading or other international carrier's receipt.
c. A copy of the delivering carrier's receipt, if other than the above showing written exceptions.
d. The original or certified copy, of the invoice, and all packing lists.

e. The original copy of the Claim Representative's survey report.

RESOLUTION OF DISPUTES

Any dispute concerning the interpretation of the terms, exclusions or conditions contained herein or in the clauses attached and agreed to by both the Insured and the Company to be subject to Indian Law.

CONTACT US

Within India

Contact Us	022 6158 2020/ 022 6234 6234
Claim Intimation:	Reimbursement Claim intimation: Visit www.hdfcergo.com - > Help - > Claim registration
Claim document submission at address	HDFC ERGO General Insurance Co. Ltd. Stellar IT Park, Tower-15th Floor, C - 25, Sector 62, Noida-201301

GRIEVANCE REDRESSAL PROCEDURE

If you have a grievance that you wish us to redress, you may contact us with the details of your grievance through:

- Call Centre - 022 6158 2020 / 022-6234 6234
- Emails – grievance@hdfcergo.com
- Designated Grievance Officer in each branch.
- Company Website – www.hdfcergo.com
- Courier - Any of our Branch office or corporate office

You may also approach the Complaint & Grievance (C&G) Redressal Cell at any of our branches with the details of your grievance during our working hours from Monday to Friday.

If you are not satisfied with our redressal of your grievance through one of the above methods, you may contact our Head of Customer Service at:

The Complaint & Grievance Redressal Cell,
HDFC ERGO General Insurance Company Limited
D-301,3rd Floor, Eastern Business District (Magnet Mall),
LBS Marg, Bhandup (West),
Mumbai – 400078, Maharashtra

In case you are not satisfied with the response / resolution given / offered by the C&G cell, then you can write to the Chief Grievance Officer of the Company at the following address:

To the Chief Grievance Officer
HDFC ERGO General Insurance Company Limited
D-301, 3rd Floor, Eastern Business District (Magnet Mall),
LBS Marg, Bhandup (West),
Mumbai - 400078, Maharashtra
e-mail: cgo@hdfcergo.com

Grievance may also be lodged at IRDAI Integrated Grievance Management system - https://bimabharosa.irdai.gov.in

You may also approach the nearest Insurance Ombudsman for resolution, if your grievance is not redressed by the Company. The contact details of Ombudsman offices are below if your grievance pertains to:

- Insurance claim that has been rejected or dispute of a claim on legal construction of the policy
- Delay in settlement of claim
- Dispute with regard to premium
- Non-receipt of your insurance document

You may also refer Our website www.hdfcergo.com , https://www.hdfcergo.com/customer-voice/grievances for detailed grievance redressal procedure.

Grievance may also be lodged at IRDAI Integrated Grievance Management System https://igms.irda.gov.in

ANNEXURE A

Ombudsman Details

The contact details of the Insurance Ombudsman offices are as below-

Office Details	Jurisdiction of Office Union Territory, District)
AHMEDABAD **Office of the Insurance Ombudsman,** Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02 Email: oio.ahemdabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU **Office of the Insurance Ombudsman,** Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: oio.bengaluru@cioins.co.in	Karnataka.
BHOPAL **Office of the Insurance Ombudsman,** 1st floor,"Jeevan Shikha", 60-B, Hoshangabad Road, Opp. Gayatri Mandir, Arera Hills Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 / 2769203 Email: oio.bhopal@cioins.co.in	Madhya Pradesh, Chhattisgarh.
BHUBANESWAR	Odisha.

Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455/2596429/2596003 Email: oio.bhubaneswar@cioins.co.in	
CHANDIGARH **Office Of The Insurance Ombudsman,** Jeevan Deep Building SCO 20-27, Ground Floor Sector- 17 A, Chandigarh – 160 017. Tel.: 0172-2706468 Email: oio.chandigarh@cioins.co.in	Punjab, Haryana (excluding Gurugram, Faridabad, Sonepat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir,Ladakh & Chandigarh.
CHENNAI **Office of the Insurance Ombudsman,** Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, Chennai – 600 018. Tel.: 044 - 24333668 / 24333678 Email: oio.chennai@cioins.co.in	Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry).
DELHI **Office of the Insurance Ombudsman,** 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 46013992/23213504/23232481 Email: oio.delhi@cioins.co.in	Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonepat & Bahadurgarh.
GUWAHATI **Office of the Insurance Ombudsman,** Jeevan Nivesh, 5th Floor, Near Pan Bazar , S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 / 2631307 Email: oio.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
HYDERABAD **Office of the Insurance Ombudsman,** 6-2-46, 1st floor, "Moin Court", Lane Opp.Hyundai Showroom , A. C. Guards, Lakdi-Ka-Pool,	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.

Hyderabad - 500 004. Tel.: 040 - 23312122 / 23376991 / 23376599 / 23328709 / 23325325 Email: oio.hyderabad@cioins.co.in	
JAIPUR **Office of the Insurance Ombudsman,** Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141- 2740363 Email: oio.jaipur@cioins.co.in	Rajasthan.
KOCHI **Office of the Insurance Ombudsman,** 10th Floor, Jeevan Prakash, LIC Building, Opp to Maharaja's College Ground, M.G.Road, Kochi - 682 011. Tel.: 0484 - 2358759 Email: oio.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.
KOLKATA **Office of the Insurance Ombudsman,** Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, Kolkata - 700 072. Tel.: 033 - 22124339 / 22124341 Email: oio.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
LUCKNOW **Office of the Insurance Ombudsman,** 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082 / 3500613 Email: oio.lucknow@cioins.co.in	Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur,Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
MUMBAI **Office of the Insurance Ombudsman,** 3rd Floor, Jeevan Seva Annexe,	List of wards under Mumbai Metropolitan Region excluding wards in Mumbai – i.e M/E, M/W, N, S and T covered under

S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038800/27/29/31/32/33 Email: oio.mumbai@cioins.co.in	Office of Insurance Ombudsman Thane and areas of Navi Mumbai.
NOIDA **Office of the Insurance Ombudsman,** Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: oio.noida@cioins.co.in	State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA **Office of the Insurance Ombudsman,** 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: oio.patna@cioins.co.in	Bihar, Jharkhand.
PUNE **Office of the Insurance Ombudsman,** Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-24471175 Email: oio.pune@cioins.co.in	State of Goa and State of Maharashtra excluding areas of Navi Mumbai, Thane district, Palghar District, Raigad district & Mumbai Metropolitan Region
THANE **Office of the Insurance Ombudsman,** 2nd Floor,Jeevan Chintamani Building, Vasantrao Naik Mahamarg, Thane (West)- 400604 Tel.: 022-20812868/69 Email: oio.thane@cioins.co.in	Area of Navi Mumbai, Thane District, Raigad District, Palghar District and wards of Mumbai, M/East, M/West, N, S and T."