



250 Yonge Street, 15th Floor
Toronto, Ontario M5B 2L7
Telephone: 416-542-7300
Fax: 416-542-7410
Toll Free: 1-800-268-9399

MARINE CARGO POLICY

POLICY No:

PLEASE READ THIS POLICY (AND THE DECLARATION PAGE(S) WHICH FORMS AN INTEGRAL PART OF THE POLICY). IF IT DOES NOT MEET WITH YOUR REQUIREMENTS YOU SHOULD INFORM US IMMEDIATELY THROUGH YOUR INSURANCE BROKER

Continental Casualty Company (hereinafter referred to as the **Insurer**) and the **Insured** agree that in consideration of the premium paid to the **Insurer**, the **Insurer** will insure the cargo against direct physical loss or damage in accordance with the terms and conditions of this policy for the Policy Period shown.

The declaration pages, wording, and exclusions incorporate terms and conditions which may limit cover or, in certain situations, exclude cover, in addition to the Policy Terms and Conditions and Endorsements which also contain limits in cover and exclusions.

Words set out in **bold** have the meaning set out in the definitions section, wherever they appear in the policy.


This policy shall not be in force unless countersigned by an authorized representative of the Continental Casualty Company.

Countersigned at

this

day of

INITIAL



CHIEF AGENT FOR CANADA

PART B: POLICY OF INSURANCE TERMS AND CONDITIONS

1. Definitions

The following expressions shall have the meanings set out below wherever they appear in bold in the **Policy**:

“Insured” or “Assured” means the individual, partnership, corporation or other entity named in the declaration pages, and consignees as determined by terms of sale of the goods, and if they have an insurable interest in the cargo.

“Insurer” or “Insurers” means Continental Casualty Company

“Policy” means, collectively, Part A: Declaration Page (including any declaration page issued in substitution), Part B: Policy of Insurance Terms Conditions, Part C: Additional Clauses and Part D: Endorsements attached thereto.

“Underwriter” or “Underwriters” means Continental Casualty Company

2. Insured

The **Insured** named on the Declaration page shall be entitled to the benefit of this **Policy** provided the **Insured** has an insurable interest in the cargo at the time of the loss.

3. Period of Attachment

This **Policy** shall cover and attach on all shipments made on or after 12:01 a.m. local standard time at place of issue of this **Policy** and prior to date of expiry or cancellation of this **Policy**.

4. Subject Matter Insured

This **Policy** shall only cover new and similar goods, as set out on the Declaration Page(s), incidental to the **Insured’s** normal business, suitably packed for transit.

5. Cancellation

This **Policy** may be cancelled by either **Underwriters** or the **Assured** giving thirty days notice in writing to take effect from midnight of the day notice of cancellation is issued, but such cancellation shall not prejudice any risk or risks which shall have already attached.

Cancellation of War, Strikes, Riots and Civil Commotions and Malicious Damage Risks provided, as outlined in the War Risk Clause and the Strikes, Riots, Civil Commotions, Etc. Clause is as set out in paragraph 12.9.



6. Limits of Liability

The **Insurers** shall not be liable for more than the amounts as set out on the Declaration Page(s)

If the total value at risk exceeds the limit(s) of liability provided by this **Policy**, the Insured shall nevertheless report the full amount at risk to the **Insurers** and shall pay full premium thereon. Acceptance of such reports and premium shall not alter or increase the limit(s) of liability of the **Insurers**, but **Insurers** shall be liable for the full amount of coverage up to, but not exceeding, the applicable limit(s) of liability.

The limit of liability of the **Insurer** with respect to the coverages provided for in the General Average and/or Salvage Charges and/or Special Charges shall not be separate from, or in addition to, the limit of liability set forth above and shall not be separate from or in addition to any other limit(s) of liability set forth in this **Policy**.

The limit of liability of the **Insurer** with respect to the coverage provided for sue and labour shall not exceed fifty (50) percent of the limit of liability in Part A of this policy. For greater clarification, where the relevant limit is set out in an applicable additional clause or in the sub limits set out in paragraphs 1-55, then the sue and labour limit shall be fifty (50) percent of the applicable additional clause limit or sub limit.

7. Accumulation Clause

The limits of liability expressed herein shall not apply in the event of or during transshipment or after the arrival of the overseas vessel or conveyance at the port or place of discharge, provided always that any accumulation of goods during the ordinary course of transit beyond such limits of liability shall not have arisen from circumstances within the control of the **Assured**. Should there be any other accumulation of goods beyond such limits of liability by reason of interruption of transit and/or other circumstances beyond the control of the **Assured**, **Insurers** 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.

In no event shall **Underwriters** be liable hereunder for more than double the limits of liability expressed herein or \$5,000,000, whichever is the less, unless increased with prior agreement of **Underwriters**.



8. Insuring Conditions

The following terms and conditions shall apply to the specific modes of transit or storage, unless set out otherwise in this **Policy**.

a) For Shipments by Water

Institute Cargo Clauses (A)
Institute War Clauses (Cargo)
Institute Classification Clauses (2001)
Institute Strikes Clauses

b) For Shipments by Air

Institute Cargo Clauses (Air Cargo)
Institute War Clauses (Air)
Institute Strikes Clauses (Air Cargo)

c) For Shipments by Rail or Road

Institute Cargo Clauses (A)
Institute War Clauses (Cargo)
Institute Strikes Clauses

d) For Storage

Institute Cargo Clauses (A)
Institute War Clauses (Cargo)
Institute Strikes Clauses
Subject to Warehouse Extension

e) For Shipments by Water – On Deck

Consignments shipped on deck of the carrying Vessel, with the knowledge and consent of the **Assured** and for which an On Deck Bill of Lading is issued, are subject to Institute Cargo Clauses (C). However where Consignments are shipped in fully enclosed standard containers, cover is subject to the provisions of (a) above applying to under deck shipments by water, even though such containers may be stowed on deck.

f) Sendings By Post

Institute Cargo Clauses (A)
Institute War Clauses (Sendings by Post)

9. Valuation

The goods insured under this **Policy** are declared and valued as per the Declaration pages.



10. Conveyances

Approved Power Vessel (as per Institute Classification Clause herein) and/or Airfreight and/or Rail and/or Post and/or Road Vehicles excluding Vehicles Owned or Operated by the **Assured**. Including transit by craft and/or lighter to and from the Vessel.

11. Voyage(s)

As per Rate Declaration herein, but all other voyages held covered subject to conditions and rates being agreed by **Underwriters** prior to commencement of transit.

The following territories are excluded unless specially declared and accepted by **Underwriters** in writing prior to shipment: Afghanistan, Angola, Cuba, Eritrea, Ethiopia, Iran, Iraq, Kyrgyzstan, Liberia, Myanmar, Nigeria, North Korea, Rwanda, Sierra Leone, Somalia, Sudan, Syria, Tajikistan, Turkmenistan, Uzbekistan, and Zimbabwe and any other country where their local legislation decrees insurance must be effected locally.

It is agreed that this **policy** covers sales and/or purchases and excludes non-sale movements and/or intra-company movements unless agreed by **Underwriters** prior to commencement of transit.

12. Institute Standard Conditions for Cargo Contracts

1. This **Policy** is to insure the subject-matter specified for the transits and on the conditions named shipped by or for account of the **Assured** named in this **Policy** or the insurance of which is under their control as selling or purchasing agent unless insured elsewhere prior to inception of this **Policy** or to insurable interest being acquired. This **Policy** does not cover the interest of any other person, but this shall not prevent a transfer of the insurance by the **Assured** or Assignee.
2. It is a condition of this **Policy** that the **Assured** is bound to declare hereunder every consignment without exception, Underwriters being bound to accept up to but not exceeding the amount specified in Clause 3 below.
3. This **Policy** is for an open amount but the amount declarable may not exceed the sum AS PER DECLARATION in respect of any one Vessel, Aircraft or Conveyance.
4. Notwithstanding anything to the contrary contained in this **Policy**, **Underwriters'** liability in respect of any one accident or series of accidents



arising from the same event in any one location shall not exceed the sum of AS PER DECLARATION.

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 DECLARATION.
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 **Underwriters** 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 **Underwriters** or the **Assured** giving thirty days notice in writing to take effect from midnight of the day notice of cancellation is issued but risks covered by Institute War Clauses may be cancelled at seven days notice and risks covered by the Institute Strikes Clauses may be cancelled at seven days notice, or at forty-eight hours notice in respect of shipments to or from the United States of America. Notice shall commence from midnight of the day when it is issued but cancellation shall not apply to any risks which have attached in accordance with the cover granted hereunder before the cancellation becomes effective.

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

13. Terrorism

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

1. Notwithstanding any provision to the contrary contained in this Policy or the Clauses referred to therein, it is agreed that in so far as this Policy covers loss



of or damage to the subject-matter insured caused by any terrorist or any person acting from a political motive, such cover is conditional upon the subject-matter insured being in the ordinary course of transit and, in any event, SHALL TERMINATE:

either

1.1. as per the transit clauses contained within the Policy,

or

1.2. on delivery to the Consignee's or other final warehouse or place of storage at the destination named herein,

1.3. on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the **Assured** elects to use either for storage other than in the ordinary course of transit or for allocation or distribution,

or

1.4. in respect of marine transits, on the expiry of 60 days after completion of discharge overseas of the goods hereby insured from the overseas vessel at the final port of discharge,

1.5. in respect of air transits, on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge,

whichever shall first occur.

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

14. Loading and Unloading

Including loss or damage to the goods, as per Institute Cargo Clauses (A) during loading onto carrying conveyance immediately prior to dispatch and unloading from carrying conveyance immediately after arrival at the **Assured's** or Consignee's premises and in the case of containers, during the stuffing



immediately prior to dispatch and destuffing thereof immediately after arrival at the **Assured's** or Consignee's premises.

15. Warehouse to Warehouse Extension

GOODS PURCHASED BY THE ASSURED ON "FOB", "CFR" OR SIMILAR TERMS

Cover attaches under this **Policy** from the time the goods leave the Suppliers' factory, Warehouse, Store or Mill as if the Contract of Sale was "ex Suppliers' premises" notwithstanding that the goods and/or interest may have been purchased on "FOB", "CFR" or similar terms.

Assured to pursue Suppliers and/or other parties where evidence exists to show that loss occurred prior to FOB or similar. In the event that the **Assured** is unable to recover from Suppliers and/or other parties then this **Policy** to pay subject to the terms and conditions herein.

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

16. Returned Goods

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

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

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

17. Concealed Damage

This **Policy** terminates in accordance with the Transit Clause forming part of the relevant Institute Cargo Clauses herein, but it is hereby understood and agreed that any claim hereunder will not be prejudiced by delay in calling for survey providing such delay does not exceed 30 days after the termination of this



insurance, provided always that if the packages arrive on site with outward signs of damage, an immediate application will be made for survey.

This clause is only operative where the claimant is the **Assured** named herein and does not apply to the benefit of any third parties.

18. Unexplained Loss

In respect of goods shipped in full container loads, claims for theft, shortage and non-delivery of a whole package will not be invalidated by the fact that the seals are intact. The **Assured** agrees where applicable to co-operate with **Underwriters** to bring commercial pressure on Suppliers in pursuing claims for short shipments. **Underwriters** to be subrogated to **Assured's** rights against carriers and/or other bailees. Disclosure of the existence of this insurance to any Third Party and/or their **Insurers** shall render it null and void.

19. Rules of Construction

Where there is any conflict in the **Policy** wording the following rules of construction shall apply:

1. Wordings in paragraphs 1 to 54 shall take precedence over 55 to 63.
2. Additional Clauses in Part C shall take precedence over Part B.
3. Part D clauses shall take precedence over Part B and Part C.
4. Clauses 13, 19, 38, 39, 40, 41, 42, 52, 53, and 54 shall be paramount over any clauses in Part B, Part C or Part D.

Additionally it is hereby noted and agreed that all monies referred to in this **Policy** shall be in Canadian Dollars unless shown otherwise in the Declaration Pages.

20 Brands and Trade Marks

In the case of damage to goods insured bearing embossed or indented brands or other permanent marking identifying the **Assured** as the manufacturer and carrying or implying the guarantee of the **Assured** then such damage shall be treated as a constructive total loss.

This extension in cover shall only apply where it is not possible to remove the embossed or indented brand or permanent marking and the **Assured** is able to demonstrate to **Underwriters** that sale of such damaged goods will be detrimental to the **Assureds'** good name. Subject to prior agreement by **Underwriters** the **Assured** shall dispose of the damaged goods to the best



advantage or they shall be destroyed in the presence of both a representative of **Underwriters** and the **Assured**.

21. Labels

In case of damage from risks insured against only affecting labels the **Underwriters** liability shall be limited to an amount sufficient to pay cost of reconditioning or cost of new labels and re-labelling the goods.

22. Debris Removal

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

1. any expenses incurred in consequence of or to prevent or mitigate pollution or contamination, or any threat or liability thereof.
2. the cost of removal of cargo from any vessel or craft.

In no case shall the **Underwriters** be liable under this Clause for more than 10% of the proportionate insured value under this **Policy** of the damaged goods removed or \$25,000 whichever shall be the greater.

23. Sue & Labour

The duty of the insured to sue & labour is set out in the "Minimizing Losses" section(s) of the relevant Institute Clauses.

24. Insolvency Exclusion

It is hereby agreed that the exclusion "loss damage or expense arising from insolvency or financial default of the Owners Managers Charterers or Operators of the vessel" is amended to read as follows:

In no case shall this insurance cover loss damage or expense arising from insolvency or financial default of the Owners, Managers, Charterers or Operators of the vessel or other carrying conveyance where the **Assured** are unable to show that, prior to the loading of the subject-matter insured on board the vessel or other carrying conveyance, all reasonable practicable and prudent measures were taken by the **Assured**, their servants and agents, to establish the financial reliability of the party in default.



25. Buyer's Interest

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

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

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

Any assignment of this **Policy** or of any interest or claim hereunder shall discharge **Underwriters** from all liability.

26. ISM Code Cargo

Applicable to shipments on board Ro/Ro passenger ferries.

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

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

Applicable with effect from 1 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 owner or operators do not hold an ISM Code Document of Compliance when, at the time of loading of the subject matter insured on board the vessel, the **Assured** were aware, or in the ordinary course of business should have been aware:

- a) either that such vessel was not certified in accordance with the ISM Code
- b) or that a current Document of Compliance was not held by her owners or operators



as required under the SOLAS Convention 1974 as amended. This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject matter insured in good faith under a binding contract.

27. ISM Forwarding Charges

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

a) to such vessel not being certified in accordance with the ISM code

or

b) to a current Document of Compliance not being held by her owners or operators

as required under the SOLAS Convention 1974 as amended.

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

28 ISM Premium

Subject to the amount recoverable under clause 27 being limited to 20% of the sum insured for the voyage or \$100,000, whichever is the lesser amount, **Underwriters** agree to waive the additional premium due for the forwarding charges cover.

29. F.O.B. Shipments

Risk commences from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of transit until delivered on board export power vessel at port of shipment including the risk

whilst remaining on quay or wharves and/or in warehouses (other than packers warehouse) or sheds whilst awaiting shipment for a period not exceeding 30 days. Any period in excess of 30 days held covered at a rate to be arranged subject to prompt advice thereof being given to the **Underwriters**.

30. Replacement

In the event of loss of or damage to any part or parts of an insured machine caused by a peril covered by the **Policy** the sum recoverable shall not exceed the cost of replacement or repair of such part or parts plus charges for forwarding and refitting, if incurred, but excluding duty unless the full duty is included in the amount insured, in which case loss, if any, sustained by payment of additional duty shall also be recoverable. Provided always that in no case shall the liability of **Underwriters** exceed the insured value of the complete machine.

31. Second Hand Replacement

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

32. Replacement by Air

It is agreed that where there is loss or damage which is the subject of a claim hereunder and the **Assured** can demonstrate the necessity to forward the replacements of the lost or damaged items by air in order to prevent interruption to their business, **Underwriters** will pay the extra costs so involved up to a maximum amount of twice the original sea freight charges, notwithstanding that the original consignment was not dispatched by air.

33. Seller's Interest /Contingency

1. This **Policy** is extended to cover goods sold on CFR, Ex-Works, FOB or similar terms, which remain or become the property of and/or at the risk of the **Assured** named herein due to
 - a) the Buyer refusing to accept the goods and/or take up the documents of title
 - b) the **Assured** exercising a lien when this is reasonable to safeguard the **Assured's** interests.



In the event of any of the above contingencies arising, the cover granted hereunder shall attach retrospectively to the commencement of transit and be in accordance with the **Policy** terms and conditions, as within, as if the goods had been sold on 'CIF' terms.

In the event of any delay or deviation caused by the failure of the Buyer to take up the goods or documents the goods will be held covered at an additional premium to be arranged. If the goods are to be returned, the Returned Goods Clause herein will apply.

This insurance shall in no case cover the additional cost or expense of returning or on-shipping goods incurred as a result of any of the above contingencies arising.

2. It is a condition of this insurance that the **Assured** shall at all times exercise reasonable care to prevent or minimize loss and/or damage and to enforce the contract of sale.
3. The **Assured** must notify **Underwriters** immediately of the occurrence of any of the contingencies in clause 1 above and provide evidence of the terms and conditions of the Contract of Sale to substantiate any claim made hereunder.
4. Upon settlement of any claims hereunder **Underwriters** will be subrogated to all the **Assured's** rights of recovery against any Third Party including the Buyer.
5. Any assignment of this insurance or any interest or claims hereunder shall discharge **Underwriters** from all liability whatsoever.
6. Disclosure of the existence of this insurance to any Third Party including the Buyer and/or their **Insurers** shall render it null and void.
7. This insurance to be for the benefit of the **Assured** hereunder only and not to be treated as double insurance.
8. It is a condition of this insurance that until completion of the contract the **Assured** is bound to declare hereunder each and every CFR, Ex-Works, FOB or similar terms sending without exception whether arrived or not, **Underwriters** being bound to accept same up to but not exceeding the amount specified herein.

34. Duty &/or Taxes



To cover increased value of cargo by reason of payment of duty &/or taxes at the port or place of destination but to apply only as such duty and/or taxes are imposed.

Subject to the same clauses and conditions as the insurance on cargo and to pay the same percentage of loss (excluding charges and expenses) as the original insurance but excluding claims in respect of:-

- a) Total loss of whole or part of the cargo prior to the duty &/or taxes becoming payable.
- b) General average, salvage &/or salvage charges arising from any casualty occurring prior to the duty &/or taxes becoming payable.

Liability hereunder shall be calculated on the actual amount of duty &/or taxes paid or the amount insured whichever is the lower and in ascertaining the amount of claim recoverable hereunder, credit shall be given for any rebate or refund of duty or taxes, which may become allowable.

Warranted that the **Assured** will use reasonable efforts to obtain abatement or refund of duties &/or taxes paid or claimed in respect of goods lost, damaged or destroyed, and when **Underwriters** so elect shall surrender any portion of the merchandise to the Customs &/or other Authorities concerned, in which event the claim hereunder shall be for the value of the said merchandise so surrendered and the expenses incidental thereto.

35. Process

Underwriters shall not be liable for any loss, damage or expense to property hereby insured which may be sustained whilst the same is in use and/or whilst being worked upon and directly resulting thereon.

36. Non-Contribution

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

37. Letters of Credit



It is agreed 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, such agreement being conditional on the following wording being incorporated in such certificate and/or policy.

"The following insurance conditions referred to in the Letter of Credit are noted".

The following should be inserted into the policy after any special conditions required by Letter of Credit wording:

"But in no event is the cover herein extended wider than the terms of ICC (A)"

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 **Policy**.

38. INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE 10/11/03

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

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:
 - 1.1. ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - 1.2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - 1.3. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - 1.4. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes



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

39. Cyber Attack Exclusion

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

1.1 Subject only to clause 1.2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

1.2 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising there from, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

40. Canadian Law

This **policy** is understood and agreed to be governed and construed in accordance with English law as modified by Canadian Law and the *Marine Insurance Act* S.C. 1993, c. 22.

41. Exclusive Jurisdiction

The **Insured** and **Insurer** agree and irrevocably attorn to the exclusive jurisdiction of the arbitrator(s) as set out in this **Policy** and to the courts of the province where this **Policy** is issued.

42. Inspection of Records

Underwriters shall have privilege at any reasonable time either before, or within 1 year after cancellation of this **Policy** to inspect the records of the **Assured** regarding shipments falling within the terms of this **Policy**.

43. Delay Warranty

Warranted free of any claims for loss of market, or loss, damage or deterioration arising from delay, whether caused by a peril insured or otherwise.



44. Consolidation & Deconsolidation

The **Policy** shall also cover goods insured whilst on the premises of freight forwarders, export packers, consolidators, truckers, warehousemen or others for the purpose of storage incidental to transit, packing or repacking, consolidation, deconsolidation, containerization, de-containerization or similar for a period not exceeding 15 days.

45. Container Demurrage Charges

This **Policy** is extended to cover demurrage and/or late penalties assessed against, and paid by the **Assured** for late return of containers when said containers are retained by the **Assured** upon instruction from **Underwriters** or their appointed surveyors for investigation of loss or damage which may be recoverable hereunder. However, **Underwriters** shall not be liable for any demurrage charges which may be assessed against the **Assured** for delay caused by strike, lockout, stoppage or restraint of labour. The time period for which **Underwriters** shall be liable for said charges shall begin at the time that **Underwriters** or their appointed surveyors instruct the **Assured** in writing to retain the containers for inspection and end at the time the appointed surveyor instructs the **Assured** to return the containers.

Cover under this clause is for the sole benefit of the **Assured** named in this **Policy** and is not assignable.

46. Deliberate Damage – Pollution Hazard

This **Policy** is extended to cover, only whilst the Subject Matter Insured is aboard a waterborne conveyance, loss of or damage to the Subject Matter Insured directly caused by governmental authorities acting for 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 a recoverable claim under the **Policy** if the Subject Matter Insured would have sustained physical loss or damage as a direct result of such accident or occurrence. This clause shall not increase the limits of liability provided for in the Declaration.

47. Fraudulent Bill of Lading

This **Policy** also covers physical loss or damage to the Subject Matter Insured through acceptance by the **Assured** or their Agents and/or Shippers of fraudulent bills of lading and/or shipping receipts.



48. Subrogation

The **Insurer** shall, on payment of any loss hereunder, be subrogated to the extent of such payment to all rights of recovery by the **Assured** against any person or corporation, private or municipal, and the **Assured** shall assign all such rights of action to the **Insurer** or to any person acting on its behalf. The **Assured** further agrees to render all reasonable assistance in such action. The **Insurer** shall not be liable for any loss, which, without its consent, has been settled or compromised with any other party.

49. Errors and Omissions

Underwriters agree that the **Assured** shall not be prejudiced by any unintentional error or omission relating to declarations of shipments under the **Policy**, provided that such error or omission is advised to **Underwriters** as soon as it comes to the notice of the **Assured** and any premium deficiency arising as a result is made good by the **Assured**.

50. Fumigation

In the event of loss of or damage to the Subject Matter Insured caused by fumigation, **Underwriters** agree to indemnify the **Assured** for such loss or damage, and the **Assured** hereby agrees to subrogate to **Underwriters** any recourse they may have against third parties. This clause does not extend to cover loss or damage caused by customary fumigation applied prior to the inception of risk, nor to fumigation arising from inherent vice of the Subject Matter Insured.

51. Both to Blame

Where goods are shipped under a bill of lading containing the so called "Both to Blame Collision" Clause, **Underwriters** agree to indemnify the **Assured** for their proportion of any amount (not exceeding the Limits shown in the Declaration) which the **Assured** may be legally bound to pay the shipowners under such clause. In the event that such liability is asserted, the **Assured** must notify **Underwriters** who shall have the right at their own expense and cost to defend the **Assured** against such claim.

52. Claims Procedure

In the event of loss or damage which may involve a claim under this **Policy**, the following procedures shall be undertaken:

a) Carriers

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

LIABILITY OF CARRIERS, BAILEES OR OTHER THIRD PARTIES

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

1. To claim immediately on the Carriers, Port Authorities or other Bailees for any missing packages.
2. In no circumstances, except under written protest, to give clean receipts where goods are in doubtful condition.
3. When delivery is made by Container, to ensure that the Container and its seals are examined immediately by their responsible official. If the Container is delivered damaged or with seals broken or missing or with seals other than as stated in the shipping documents, to clause the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification.
4. To apply immediately for survey by Carriers' or other Bailees' Representative if any loss or damage be apparent and claim on the Carriers or other Bailees for any actual loss or damage found at such survey.
5. To give notice in writing to the Carriers or other Bailees within three 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.

b) Survey

In the event of loss or damage which may involve a claim under this **Policy**, immediate notice of such loss or damage should be given to the Office or Agent nominated in the CNA certificate of insurance, and/or



nearest Agent detailed in the CNA Survey and Claims Settling Agents listing as detailed in www.cnacargo.com.

In the event of any claim arising under this **Policy**, request for settlement should be made to the office or Agent nominated herein. If in doubt immediately contact the relevant CNA Marine Claims Department, details below, for instructions.

c) Documentation

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

TORONTO
CNA Canada
250 Yonge Street
Suite 1500
Toronto, ONTARIO
M5B 2L7
Tel No: +1 888 755 2888
Fax No: +1 416 542 7410

MONTREAL
CNA Canada
800 Rene-Levesque Blvd
West
Suite 2340
Montreal, QUEBEC
H3B 1X9
Tel No: +1 800 525 0368
Fax No: +1 514 398 9715

**VANCOUVER (INCLUDING
CALGARY & WINNIPEG)**
CNA Canada
701 West Georgia Street
Suite 225
Vancouver, BRITISH
COLUMBIA
V7Y 1K8
Tel: No: +1 604 257 0400
Fax No: +1 604 682 4395

including when applicable:-

1. Original policy or certificate of insurance.
2. Original or copy shipping invoices or other evidence of valuation, together with shipping specification and/or weight notes.
3. Original Bill of Lading and/or other documentation evidencing the contract of carriage.
4. Survey report or other documentary evidence to show the extent of the loss



or damage.

5. Landing account and weight notes at final destination.
6. Correspondence exchanged with the carriers and other Parties regarding their liability for the loss or damage.

53. Additional Exclusions

Excluding scratching, denting, marring and/or chipping and claims for repainting on unpacked unprotected or crated items.

Excluding rust, oxidization and discolouration on unpacked, unprotected or crated items.

Excluding mechanical and/or electrical and/or electromagnetic derangement unless caused by a peril insured against.

54. Arbitration

In the event that any disagreement or dispute arises between any of the parties hereto with reference to this **Policy** or any matter arising hereunder and upon which the parties cannot resolve then every such disagreement or dispute shall be referred to final and binding arbitration before a sole arbitrator or panel of arbitrators from Bluestone ADR (www.bluestoneadr.com) and in accordance with Bluestone ADR Rules of Arbitration and in accordance with the provisions below.

The following provisions shall govern any arbitration hereunder:

(a) Any party to a dispute shall have the option to choose the Bluestone ADR arbitration procedure (Bluestone ADR Arbitration Options) for resolution of the dispute. Once a party chooses a Bluestone ADR Arbitration Option the responding party may accept the Option of arbitration chosen or suggest an alternative Option. Where the parties cannot agree on the Bluestone ADR Arbitration Option to be used for the dispute, the Bluestone ADR Full Arbitration-Three Member Panel Option (Option F or equivalent) shall be used for the arbitration.

(b) the reference to arbitration shall be to one arbitrator agreed to by the disputing parties or three (3) arbitrators, one of whom shall be chosen by each of the parties, the third being chosen by the arbitrators selected by each of the parties;

(c) a decision and any award shall be made in writing by the sole arbitrator or where applicable by a majority of the panel of arbitrators.



There shall be no right of appeal on facts or on law from any award of the arbitration.



55. Institute Cargo Clauses (A)

RISKS COVERED

- | | | |
|---|--|----------------------------------|
| 1 | This insurance covers all risks of loss of or damage to the subject-matter insured except as provided in Clauses 4, 5, 6 and 7 below. | Risks Clause |
| 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 shipowners under the said Clause the Assured agree to notify the Underwriters, who shall have the right, at their own cost and expense, to defend the Assured against such claim. | "Both to Blame Collision" Clause |

EXCLUSIONS

- | | | |
|---|--|--|
| 4 | In no case shall this insurance cover | General Exclusions Clause |
| | 4.1 loss damage or expense attributable to wilful misconduct of the Assured | |
| | 4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured | |
| | 4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants) | |
| | 4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured | |
| | 4.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above) | |
| | 4.6 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel | |
| | 4.7 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter. | |
| 5 | 5.1 In no case shall this insurance cover loss damage or expense arising from
unseaworthiness of vessel or craft,
unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein. | Unseaworthiness and Unfitness Exclusion Clause |
| | 5.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness. | |
| 6 | In no case shall this insurance cover loss 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 the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either | Transit Clause |
| | 8.1.1 on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein, | |
| | 8.1.2 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either | |
| | 8.1.2.1 for storage other than in the ordinary course of transit or | |
| | 8.1.2.2 for allocation or distribution, | |
| | or | |
| | 8.1.3 on the expiry of 60 days after completion of discharge oversee of the goods hereby insured from the oversea vessel at the final port of discharge, | |
| | whichever shall first occur. | |
| | 8.2 If, after discharge oversee from the oversea vessel at the final port of discharge, but prior to | |

	<p>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.</p>	
8.3	<p>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.</p>	
9	<p>If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods, as provided for in Clause 8 above, then this insurance shall also terminate <i>unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters</i>, either</p> <p>9.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur, Or</p> <p>9.2 if the goods are forwarded within the said period of 60 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.</p>	Termination of Contract of Carriage Clause
10	<p>Where, after attachment of this insurance, the destination is changed by the Assured, <i>held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters</i>.</p>	Change of Voyage Clause
CLAIMS		
11	<p>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.</p> <p>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.</p>	Insurable Interest Clause
12	<p>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.</p> <p>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.</p>	Forwarding Charges Clause
13	<p>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 insured would exceed its value on arrival.</p>	Constructive Total Loss Clause
14	<p>14.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value 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.</p> <p>In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.</p> <p>14.2 Where this insurance is on Increased Value the following clause shall apply: The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.</p>	Increased Value Clause
BENEFIT OF INSURANCE		
15	<p>This insurance shall not inure to the benefit of the carrier or other bailee.</p>	Not to Inure Clause
MINIMISING LOSSES		
16	<p>It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder</p> <p>16.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, And</p> <p>16.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.</p>	Duty of Assured Clause
17	<p>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.</p>	Waiver Clause
AVOIDANCE OF DELAY		
18	<p>It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.</p>	Reasonable Despatch Clause
LAW AND PRACTICE		
19	<p>This insurance is subject to English law as modified by Canadian Law and the <i>Marine Insurance Act S.C. 1993, c. 22</i>.</p>	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.*

56. Institute Cargo Clauses (Air) (excluding sendings by post)

RISKS COVERED

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

Risks Clause

EXCLUSIONS

- 2 In no case shall this insurance cover

- 2.1 loss damage or expense attributable to wilful misconduct of the Assured
- 2.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
- 2.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 2.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
- 2.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
- 2.5 loss damage or expense arising from unfitness of aircraft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unfitness at the time the subject-matter insured is loaded therein
- 2.6 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against
- 2.7 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the aircraft
- 2.8 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.

General Exclusions Clause

- 3 In no case shall this insurance cover loss damage or expense caused by

- 3.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
- 3.2 capture seizure arrest restraint or detention (piracy excepted), and the consequences thereof or any attempt thereat
- 3.3 derelict mines torpedoes bombs or other derelict weapons of war.

War Exclusion Clause

- 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 disturbances, riots or civil commotions
- 4.3 caused by any terrorist or any person acting from a political motive

Strikes Exclusion Clause

DURATION

- 5 5.1 This insurance attaches from the time the subject-matter insured leaves the warehouse, premises or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either

Transit Clause

- 5.1.1 on delivery to the Consignees' or other final warehouse, premises or place of storage at the destination named herein,
- 5.1.2 on delivery to any other warehouse, premises or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either
 - 5.1.2.1 for storage other than in the ordinary course of transit or
 - 5.1.2.2 for allocation or distribution

Or

- 5.1.3 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.

- 5.2 If, after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is forwarded to a destination other than that to which it is 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.

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

<p>6 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 delivery of the subject-matter insured as provided for in Clause 5 above, then this insurance shall also terminate <i>unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters</i>, either</p> <p>6.1 until the subject-matter is sold and delivered at such place or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the subject-matter hereby insured at such place, whichever shall first occur,</p> <p>Or</p> <p>6.2 if the subject-matter is 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 5 above.</p>	<p>Termination of Contract of Carriage Clause</p>
<p>7 Where, after attachment of this insurance, the destination is changed by the Assured, <i>held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.</i></p>	<p>Change of Transit Clause</p>
<p>CLAIMS</p>	
<p>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</p> <p>8.2 Subject to 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.</p>	<p>Insurable Interest Clause</p>
<p>9 Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a place other than that to which the subject-matter 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.</p> <p>This Clause 9, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 2, 3 and 4 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.</p>	<p>Forwarding Charges Clause</p>
<p>10 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 insured would exceed its value on arrival.</p>	<p>Constructive Total Loss Clause</p>
<p>11 11.1 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.</p> <p>In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.</p> <p>11.2 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.</p> <p>In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances</p>	<p>Increased Value Clause</p>
<p>BENEFIT OF INSURANCE</p>	
<p>12 This insurance shall not inure to the benefit of the carrier or other bailee.</p>	<p>Not to Inure Clause</p>
<p>MINIMISING LOSSES</p>	
<p>13 It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder</p> <p>13.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and</p> <p>13.2 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.</p>	<p>Duty of Assured Clause</p>
<p>14 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.</p>	<p>Waiver Clause</p>
<p>AVOIDANCE OF DELAY</p>	
<p>15 It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.</p>	<p>Reasonable Despatch Clause</p>
<p>LAW AND PRACTICE</p>	
<p>16 This insurance is subject to English law as modified by Canadian Law and the <i>Marine Insurance Act S.C. 1993, c. 22.</i></p>	<p>English Law and Practice Clause</p>



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.

57. Institute Classification Clause 01/01/2001

QUALIFYING VESSELS

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

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

1.2 a National Flag Society as defined in Clause 4 below, but only where the vessel is engaged exclusively in the coastal trading of that nation (Including trading on an inter-island route within an archipelago of which that nation forms part).

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

AGE LIMITATION

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

Bulk or combination carrier over 10 years of age or
Other vessels over 15 years of age unless they

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

2.2 were constructed as containerhips, 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 ranged 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.



58. Institute War Clauses (Cargo)

- RISKS COVERED
- 1 This insurance covers, except as provided in Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by
- 1.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
- 1.2 capture seizure arrest restraint or detention, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat
- 1.3 derelict mines torpedoes bombs or other derelict weapons of war.
- 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 a risk covered under these clauses.
- EXCLUSIONS
- 3 In no case shall this insurance cover
- 3.1 loss damage or expense attributable to wilful misconduct of the Assured
- 3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
- 3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
- 3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
- 3.5 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)
- 3.6 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel
- 3.7 any claim based upon loss of or frustration of the voyage or adventure
- 3.8 loss damage or expense arising from any hostile use of any weapon of war 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, unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured, is loaded therein.
- 4.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.
- DURATION
- 5 5.1 This insurance
- 5.1.1 attaches only as the subject-matter insured and as to any part as that part is loaded on an oversea vessel and
- 5.1.2 terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that part is discharged from an oversea vessel at the final port or place of discharge, or on expiry of 15 days counting from midnight of the day of arrival of the vessel at the final port or place of discharge, Whichever shall first occur; nevertheless, *subject to prompt notice to the Underwriters and to an additional premium*, such insurance
- 5.1.3 reattaches when, without having discharged the subject-matter insured at the final port or place of discharge, the vessel sails therefrom, and
- 5.1.4 terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that part is thereafter discharged from the vessel at the final (or substituted) port or place of discharge, or on expiry of 15 days counting from midnight of the day of re-arrival of the vessel at the final port or place of discharge or arrival of the vessel at a substituted port or place of discharge, whichever shall first occur.

<p>5.2 If during the insured voyage the oversea vessel arrives at an intermediate port or place to discharge the subject-matter insured for on-carriage by oversea vessel or by aircraft, or the goods are 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 goods are on-carried within the said period of 15 days or if the insurance reattaches as provided in this Clause 5.2</p>	
<p>5.2.1 where the on-carriage is by oversea vessel this insurance continues subject to the terms of these clauses, or</p>	
<p>5.2.2 where the on-carriage is by aircraft, the current Institute War Clauses (Air Cargo) (excluding sendings by Post) shall be deemed to form part of this insurance and shall apply to the on-carriage by air.</p>	
<p>5.3 If the voyage in the contract of carriage is terminated at a port or place other than the destination agreed therein, such port or place shall be deemed to be the final port of discharge and such insurance terminates in accordance with 5.1.2. If the subject-matter insured is subsequently reshipped to the original or any other destination, then <i>provided notice is given to the Underwriters before the commencement of such further transit and subject to an additional premium</i>, such insurance reattaches</p>	
<p>5.3.1 in the case of the subject-matter insured having been discharged, as the subject-matter insured and as to any part as that part is loaded on the on-carrying vessel for the voyage;</p>	
<p>5.3.2 in the case of the subject-matter insured not having been discharged, when the vessel sails from such deemed final port of discharge; thereafter such insurance terminates in accordance with 5.1.4.</p>	
<p>5.4 The insurance against the risks of mines and derelict torpedoes, floating or submerged, is extended whilst the subject-matter insured or any part thereof is on craft whilst in transit to or from the oversea vessel, but in no case beyond the expiry of 60 days after discharge from the oversea vessel unless otherwise specially agreed by the Underwriters.</p>	
<p>5.5 <i>Subject to prompt notice to Underwriters, and to an additional premium if required</i>, 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 shipowners or charterers under the contract of affreightment.</p>	
<p>(For the purpose of Clause 5 "arrival" shall be deemed to mean 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)</p>	
<p>6 Where, after attachment of this insurance, the destination is changed by the Assured, <i>held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.</i></p>	<p>Change of Voyage Clause</p>
<p>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.</p>	
<p>CLAIMS</p>	
<p>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.</p>	<p>Insurable Interest Clause</p>
<p>8.2 Subject to 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.</p>	
<p>9 9.1 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. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.</p>	<p>Increased Value Clause</p>
<p>9.2 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.</p>	
<p>BENEFIT OF INSURANCE</p>	
<p>10 This insurance shall not inure to the benefit of the carrier or other bailee.</p>	<p>Not to Inure Clause</p>
<p>MINIMISING LOSSES</p>	
<p>11 It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder</p>	<p>Duty of Assured</p>



11.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and	Clause
11.2 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.	
12 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	
13 It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.	Reasonable Despatch Clause
LAW AND PRACTICE	
14 This insurance is subject to English law as modified by Canadian Law and the <i>Marine Insurance Act</i> S.C. 1993, c. 22.	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.



59. Institute War Clauses (Air Cargo)

(excluding sendings by Post)

RISKS COVERED

- 1 This insurance covers, except as provided in Clause 2 below, loss of or damage to the subject-matter insured caused by
- Risks Clause
- 1.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
 - 1.2 capture seizure arrest restraint or detainment, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat
 - 1.3 derelict mines torpedoes bombs or other derelict weapons of war.

EXCLUSIONS

- 2 In no case shall this insurance cover
- General Exclusion Clause
- 2.1 loss damage or expense attributable to wilful misconduct of the Assured
 - 2.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
 - 2.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 2.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
 - 2.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
 - 2.5 loss damage or expense arising from unfitness of aircraft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unfitness at the time the subject-matter insured is loaded therein
 - 2.6 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against
 - 2.7 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the aircraft
 - 2.8 any claim based upon loss of or frustration of the voyage or adventure
 - 2.9 loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

DURATION

- 3 3.1 This insurance
- Transit Clause
- 3.1.1 attaches only as the subject-matter insured and as to any part as that part is loaded on the aircraft for the commencement of the air transit insured and
 - 3.1.2 terminates, subject to 3.2 and 3.3 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 Underwriters and to an additional premium*, such insurance
 - 3.1.3 reattaches when, without having discharged the subject-matter insured at the final place of discharge, the aircraft departs therefrom, and
 - 3.1.4 terminates, subject to 3.2 and 3.3 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.
 - 3.2 If during the insured transit the aircraft arrives at an intermediate place to discharge the subject-matter insured for on-carriage by aircraft or oversea vessel, then, subject to 3.3 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 goods are on-carried within the said period of 15 days or if the insurance reattaches as provided in this Clause 3.2
 - 3.2.1 where the on-carriage is by aircraft this insurance continues subject to the terms of these clauses, or

3.2.2	where the on-carriage is by oversea vessel, the current Institute War Clauses (Cargo) shall be deemed to form part of this insurance and shall apply to the on-carriage by sea.	
3.3	If the air transit in the contract of carriage is terminated at a place other than the destination agreed therein, that place shall be deemed to be the final place of discharge and such insurance terminates in accordance with 3.1.2. If the subject-matter insured is subsequently consigned to the original or any other destination, then, <i>provided notice is given to the Underwriters before the commencement of such further transit and subject to an additional premium</i> , such insurance reattaches	
3.3.1	in the case of the subject-matter insured having been discharged, as the subject-matter insured and as to any part as that part is loaded on the on-carrying aircraft for the transit;	
3.3.2	in the case of the subject-matter insured not having been discharged, when the aircraft departs from such deemed final place of discharge;	
	thereafter such insurance terminates in accordance with 3.1.4.	
3.4	<i>Subject to prompt notice to Underwriters, and to an additional premium if required</i> , 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 carrier under the contract of carriage. (For the purpose of Clause 3 "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)	
4	Where, after attachment of this insurance, the destination is changed by the Assured, <i>held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters</i> .	Change of Transit Clause
5	Anything contained in this contract which is inconsistent with Clauses 2.8, 2.9 or 3 shall, to the extent of such inconsistency, be null and void.	
	CLAIMS	
6	6.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.	Insurable Interest Clause
	6.2 Subject to 6.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.	
7	7.1 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. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.	Increased Value Clause
	7.2 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	
8	This insurance shall not inure to the benefit of the carrier or other bailee.	Not to Inure Clause
	MINIMISING LOSSES	
9	It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder	Duty of Assured Clause
	9.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and	
	9.2 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.	
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.	Waiver Clause
	AVOIDANCE OF DELAY	
11.	It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.	Reasonable Despatch Clause
	LAW AND PRACTICE	
12.	This insurance is subject to English law as modified by Canadian Law and the <i>Marine Insurance Act S.C. 1993, c. 22</i> .	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.	



60. Institute War Clauses (Sendings by Post)

RISKS COVERED

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

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

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

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

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 a risk covered under these clauses. General Average Clause

EXCLUSIONS

3. In no case shall this insurance cover

General Exclusions Clause

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

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

3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)

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

3.5 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)

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

3.7 loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and /of fusion or other like reaction or radioactive force or matter.

DURATION

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

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

CLAIMS

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

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

MINIMISING LOSSES

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

Duty of Assured Clause

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

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

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

8. Measures taken by the Assured or the Underwriters withers 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 Waiver Clause



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.

Reasonable Despatch Clause

LAW AND PRACTICE

10. This insurance is subject to English law as modified by Canadian Law and the *Marine Insurance Act* S.C. 1993, c. 22.

English Law and Practice Clause

61. Institute Strikes Clauses (Cargo)

RISKS COVERED

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

- 1.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
1.2 any terrorist or any person acting from a political motive.

- 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 a risk covered under these clauses.

EXCLUSIONS

- 3 In no case shall this insurance cover

- 3.1 loss damage or expense attributable to wilful misconduct of the Assured
3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
3.5 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)
3.6 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel
3.7 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot and civil commotion
3.8 any claim based upon loss of or frustration of the voyage or adventure
3.9 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
3.10 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.

- 4 4.1 In no case shall this insurance cover loss damage or expense arising from
unseaworthiness of vessel or craft,
unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured,
where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.
4.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.

DURATION

- 5 5.1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either

- 5.1.1 on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein,
5.1.2 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either
5.1.2.1 for storage other than in the ordinary course of transit or
5.1.2.2 for allocation or distribution,
or
5.1.3 on the expiry of 60 days after completion of discharge overseaside of the goods hereby insured from the oversea vessel at the final port of discharge,
whichever shall first occur.

- 5.2 If, after discharge overseaside 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.

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

- 6 If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or

	place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 5 above, then this insurance shall also terminate <i>unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either</i>	Contract of Carriage Clause
	6.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur, or	
	6.2 if the goods are forwarded within the said period of 60 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 5 above.	
7	Where, after attachment of this insurance, the destination is changed by the Assured, <i>held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.</i>	Change of Voyage Clause
	CLAIMS	
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.	Insurable Interest Clause
	8.2 Subject to 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.	
9	9.1 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. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.	Increased Value Clause
	9.2 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	
10	This insurance shall not inure to the benefit of the carrier or other bailee.	Not to Inure Clause
	MINIMISING LOSSES	
11	It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder	Duty of Assured Clause
	11.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and	
	11.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.	
12	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	
13	It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.	Reasonable Despatch Clause
	LAW AND PRACTICE	
14	This insurance is subject to English law as modified by Canadian Law and the <i>Marine Insurance Act S.C. 1993, c. 22.</i>	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.



62. Institute Strikes Clauses (Air Cargo)

RISKS COVERED

- 1 This insurance covers, except as provided in Clause 2 below, loss of or damage to the subject-matter insured caused by
- 1.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
- 1.2 any terrorist or any person acting from a political motive.
- Risks Clause

EXCLUSIONS

- 2 In no case shall this insurance cover
- 2.1 loss damage or expense attributable to wilful misconduct of the Assured
- 2.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
- 2.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 2.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
- 2.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
- 2.5 loss damage or expense arising from unfitness of aircraft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unfitness at the time the subject-matter insured is loaded therein
- 2.6 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against
- 2.7 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the aircraft
- 2.8 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion
- 2.9 any claim based upon loss of or frustration of the voyage or adventure
- 2.10 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- 2.11 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.
- General Exclusions Clause

DURATION

- 3 3.1 This insurance attaches from the time the subject-matter insured leaves the warehouse, premises or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either
- 3.1.1 on delivery to the Consignees' or other final warehouse, premises or place of storage at the destination named herein
- 3.1.2 on delivery to any other warehouse, premises or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either
- 3.1.2.1 for storage other than in the ordinary course of transit or
- 3.1.2.2 for allocation or distribution
- or
- 3.1.3 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.
- 3.2 If, after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is forwarded to a destination other than that to which it is 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.
- 3.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 4 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to the air carriers under the contract of carriage.
- 4 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 delivery of the subject-matter insured as provided for in Clause 3 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
- 4.1 until the subject-matter is sold and delivered at such place or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the subject-matter hereby insured at such place, whichever shall first occur,
- or
- 4.2 if the subject-matter is forwarded within the said period of 30 days (or any agreed extension thereof) to the
- Transit Clause
- Termination of Contract of Carriage Clause

	destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 3 above.	
5	Where, after attachment of this insurance, the destination is changed by the Assured, <i>held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.</i>	Change of Transit Clause
	CLAIMS	
6	6.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.	Insurable Interest Clause
	6.2 Subject to 6.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.	
7	7.1 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. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.	Increased Value Clause
	7.2 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	
8	This insurance shall not inure to the benefit of the carrier or other bailee.	Not to Inure Clause
	MINIMISING LOSSES	
9	It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder	Duty of Assured Clause
	9.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and	
	9.2 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.	
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.	Waiver Clause
	AVOIDANCE OF DELAY	
11	It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.	Reasonable Despatch Clause
	LAW AND PRACTICE	
12	This insurance is subject to English law as modified by Canadian Law and the <i>Marine Insurance Act S.C. 1993, c. 22.</i>	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.



63. Institute Cargo Clauses (C)

RISKS COVERED

- | | | |
|-------|---|----------------------------------|
| 1 | This insurance covers, except as provided in Clauses 4, 5, 6 and 7 below, | Risks Clause |
| 1.1 | loss of or damage to the subject-matter insured reasonably attributable to | |
| 1.1.1 | fire or explosion | |
| 1.1.2 | vessel or craft being stranded grounded sunk or capsized | |
| 1.1.3 | overturning or derailment of land conveyance | |
| 1.1.4 | collision or contact of vessel craft or conveyance with any external object other than water | |
| 1.1.5 | discharge of cargo at a port of distress, | |
| 1.2 | loss of or damage to the subject-matter insured caused by | |
| 1.2.1 | general average sacrifice | |
| 1.2.2 | jettison. | |
| 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 shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim. | "Both to Blame Collision" Clause |

EXCLUSIONS

- | | | |
|-----|--|--|
| 4 | In no case shall this insurance cover | General Exclusions Clause |
| 4.1 | loss damage or expense attributable to wilful misconduct of the Assured | |
| 4.2 | ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured | |
| 4.3 | loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants) | |
| 4.4 | loss damage or expense caused by inherent vice or nature of the subject-matter insured | |
| 4.5 | loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above) | |
| 4.6 | loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel | |
| 4.7 | deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons | |
| 4.8 | loss damage or expense 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. | |
| 5 | 5.1 In no case shall this insurance cover loss damage or expense arising from unseaworthiness of vessel or craft, unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein. | Unseaworthiness and Unfitness Exclusion Clause |
| | 5.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness. | |
| 6 | In no case shall this insurance cover loss 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, 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 the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either | Transit Clause |
| | 8.1.1 on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein, | |
| | 8.1.2 on delivery to any other warehouse or place of storage, whether prior to or at the destination named | |

<p>8.1.2.1 herein, which the Assured elect to use either for storage other than in the ordinary course of transit or</p> <p>8.1.2.2 for allocation or distribution,</p> <p>or</p> <p>8.1.3 on the expiry of 60 days after completion of discharge oversee of the goods hereby insured from the oversea vessel at the final port of discharge,</p> <p>whichever shall first occur.</p> <p>8.2 If, after discharge oversee 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.</p> <p>8.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or 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.</p> <p>9 If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 8 above, then this insurance shall also terminate <i>unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters</i>, either</p> <p>9.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur, or</p> <p>9.2 if the goods are forwarded within the said period of 60 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.</p> <p>10 Where, after attachment of this insurance, the destination is changed by the Assured, <i>held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.</i></p> <p>CLAIMS</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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 insured would exceed its value on arrival.</p> <p>14 14.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value 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.</p> <p>In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.</p> <p>14.2 Where the 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.</p> <p>In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.</p> <p>BENEFIT OF INSURANCE</p> <p>15 This insurance shall not inure to the benefit of the carrier or other bailee.</p> <p>MINIMISING LOSSES</p> <p>16 It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder</p> <p>16.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and</p>	<p>Termination of Contract of Carriage Clause</p> <p>Change of Voyage Clause</p> <p>Insurable Interest Clause</p> <p>Forwarding Charges Clause</p> <p>Constructive Total Loss Clause</p> <p>Increased Value Clause</p> <p>Not to Inure Clause</p> <p>Duty of Assured Clause</p>
--	---



-
- 16.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.
- 17 Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party. Waiver Clause
- AVOIDANCE OF DELAY**
- 18 It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control. Reasonable Despatch Clause
- LAW AND PRACTICE**
- 19 This insurance is subject to English law as modified by Canadian Law and the *Marine Insurance Act* S.C. 1993, c. 22. 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.*



Part C: Additional Clauses

The following clauses are only applicable and part of this Policy if they have been designated as applicable in Part A – Declarations.

64. ANTIQUES CLAUSE

In the event of the Subject Matter Insured being damaged by risks insured against, this **Policy** covers only the reasonable cost of repairs and in no circumstances shall cover depreciation or loss in value in addition thereto.

65. CLIMATIC CONDITIONS CLAUSE

No claim to attach hereto for loss or damage caused by climatic and/or atmospheric conditions.

66. CO-INSURANCE CLAUSE

This **Policy** is one of Co-Insurance in accordance with underwriters participation as defined herein, each underwriter being liable for their proportion of any loss as per Declaration page which is payable under the terms and conditions of this Insurance and not for the liability of any of the other Underwriters.

67. CONDITIONS FOR YACHTS IN TRANSIT

Where the Subject Matter Insured is a yacht or pleasurecraft the following shall apply:

Institute Replacement Clause/Second Hand Replacement Clause as applicable
Excluding rust, oxidization, discolouration, electrical and/or mechanical breakdown and/or derangement, scratching, chipping, denting or bruising unless caused by a peril insured against

Excluding theft of unsecured gear unless following violent and/or forcible entry into the vessel

Warranted no risk whilst under own power

Warranted shipped in purpose built cradle

Subject to loading, stowage and discharge survey by the Insurer appointed surveyor with all recommendations to be complied with, costs to be borne by the **Assured**

Subject to satisfactory details of carrying conveyance prior to shipment

Cover to commence from point of loading onto ocean vessel to point of unloading from ocean vessel



68. CUTTING CLAUSE

In the event of damage or breakage caused by an insured peril it is agreed that the damaged length or portion shall be cut off, the remaining length or portion be considered as sound and the **Underwriters** shall be liable only for the insured value of the length or portion which has been lost by being broken off or cut off. In addition, the **Underwriters** shall be liable for the cost of cutting.

69. DEFINITION OF APPROVED GENERAL MERCHANDISE

Approved General Merchandise shall mean Goods which are not particularly susceptible to breakage, theft, leakage or water damage.

The following are not regarded as Approved General Merchandise and must be referred to **Underwriters** for applicable Terms and Conditions prior to inception of cover/insurable interest:

Antiques, Artwork and Jewellery
Bagged Goods (Non-Containerized)
Bonds, Deeds, Manuscripts, Securities and Plans
Bulk and Break Bulk Cargoes
Bullion
Cash and Credit Cards
Cement
Cigars, Cigarettes, Tobacco and Tobacco Products
Computer Chips, CPUs and Circuit Boards
Furs, Skins and Hides
Glassware, Ceramics, Marble and similar fragile Goods
Hand Held Computer and/or Communication Devices such as PDAs, Cellular Telephones and Computer Games
Hazardous, Restricted or Controlled Goods
Household Goods and Personal Effects
Livestock, Plants and Animals
Motor Vehicles
Perfumes
Perishable Foodstuffs and other temperature sensitive commodities
Plasma Screens
Precious Metals and Stones
Scrap Metals
Stamps and Treasury Notes
Television, DVD and Hi-Fi Equipment
Unprotected or Unpacked Goods
Used Goods
Wines, Spirits and Beer



70. DEMONSTRATION, TEST, SERVICE AND DEVELOPMENT EQUIPMENT

Notwithstanding anything contained herein to the contrary the provisions of this clause shall be paramount in respect of loss or damage to Demonstration, Test, Service and Development Equipment.

Subject to the terms contained herein or endorsed herein, **Underwriters** will indemnify the **Assured** against loss or damage to the goods insured (as described herein) belonging to the **Assured** or held by the **Assured** in trust or for which the **Assured** is responsible whilst:-

- a) contained in any fully enclosed vehicle including whilst loading or unloading or in transit but excluding Subject Matter Insured in vehicles left unattended on own premises between the hours of 9:00 pm and 6:00 am on working days, or during the entire 24 hour period on non-working days.
- b) temporarily removed from vehicle but remaining in the personal custody of the **Assured** or their employee
 - (i) whilst contained in any hotel room or private residence occupied by such person and lockfast when unoccupied
 - (ii) whilst deposited for safe custody with hotel proprietors or any responsible public transport authority but excluding whilst in hotel stockrooms or similar places or whilst on or off vehicles in any business premises owned or occupied by the **Assured**.
- c) away from the **Assured**'s premises during the ordinary course of business on Third Party premises for up to 14 days
- d) in the personal custody of the **Assured** or his employees during transit by foot and public transport whilst still engaged in the ordinary course of business including commuting.

The Underwriter shall not be liable for

- a) the first \$250 of each and every claim
- b) any loss or damage caused by theft or attempted theft from inadequately secured premises
- c) any loss or damage to the goods which are contained in any vehicle being used outside the normal course of the **Assured**'s business for social domestic or pleasure purposes.

- d) any loss or damage to the personal clothing and effects of the **Assured** or his Agent or Employee
- e) any loss or damage or expense consequent upon the goods undergoing any process and/or directly resulting therefrom.

71. DIFFERENCE IN CONDITIONS ON "CIF" SHIPMENTS

In respect of shipments which are purchased "CIF" or on similar terms and the insurance arranged by the supplier or seller is more restricted than the Conditions of this **Policy** subject to declaration of values and payments of premium thereon if required, this insurance shall cover the difference in conditions between the insurance arranged by the supplier and/or seller and the conditions of this **Policy**. All shipments insured under this clause shall be valued at the amount of the sellers insurance.

This insurance also guarantees the collection in full of all losses which otherwise would come within the terms of this **Policy** and Underwriters are to advance the amount to the **Assured** as a loan repayable. This insurance is not to be deemed a double insurance.

72. ENGINEER'S TOOLS AND EQUIPMENT

Notwithstanding anything contained herein to the contrary the provisions of this clause shall be paramount in respect of loss or damage to Engineer's Tools and Equipment.

Subject to the terms contained herein or endorsed herein **Underwriters** will indemnify the **Assured** against loss or damage to the goods insured (as described herein) belonging to the **Assured** or held by the **Assured** in trust or for which the **Assured** is responsible whilst:

- a) contained in any fully enclosed vehicle including whilst loading or unloading or in transit but excluding Subject Matter Insured in vehicles left unattended on own premises between the hours of 9:00 pm and 6:00 am on working days, or during the entire 24 hour period on non-working days.
- b) temporarily removed from vehicle but remaining in the personal custody of the **Assured** or his employee
 - (i) whilst contained in any hotel room or private residence occupied by such person and lockfast when unoccupied
 - (ii) whilst deposited for safe custody with hotel proprietors or any responsible public transport authority but excluding whilst in hotel stockrooms or similar places or whilst on or off vehicles in any business premises owned or occupied by the **Assured**.



c) away from the **Assured's** premises during the ordinary course of business on Third Party premises for up to 14 days

d) in the personal custody of the **Assured** or his employees during transit by foot and public transport whilst still engaged in the ordinary course of business including commuting.

The Underwriter shall not be liable for

- a) the first \$250 of each and every claim
- b) any loss or damage caused by theft or attempted theft from inadequately secured premises
- c) any loss or damage to the goods which are contained in any vehicle being used outside the normal course of the **Assured's** business for social domestic or pleasure purposes.
- d) any loss or damage to the personal clothing and effects of the **Assured** or his Agent or Employee
- e) any loss or damage or expense consequent upon the goods undergoing any process and/or directly resulting therefrom.

73. EXHIBITION EXPENSES CLAUSE

This insurance is extended to cover loss of exhibition expenses, where clause 74 is added to this policy, as follows:

Limit \$5000 any one exhibition.

Subject to a deductible of \$250 each and every claim.

Loss of expenses due to abandonment of the exhibition, indemnifying the Exhibitor for the loss of net ascertained expenses, costs and/or commitments sustained or incurred in the event of the exhibition being cancelled, postponed, curtailed or abandoned due to any cause beyond the control of the organizers but excluding political and financial causes or lack of support or adverse weather conditions.

Additionally to cover loss of expenses due to:

- a) Non-arrival of the goods insured
- b) Late arrival of the goods insured
- c) Arrival of the goods insured in a state unfit for exhibition



arising from a marine peril recoverable under the Institute Cargo Clauses (A)/(Air) or following a casualty to the ocean vessel (including breakdown of machinery) which would be recoverable under the Institute Voyage Clauses (Hulls). Cover to attach and cease in accordance with the Institute Cargo Clauses (A) i.e., cover to cease on arrival at the exhibition premises.

Exhibition expenses are defined as:

Expenditure directly incurred in connection with the exhibition including advertising, printing, stationery, insurance premiums, charges for space and services, hire of stands, transport charges, cost of installing stands, fittings, exhibits and accommodation deposits.

74. EXHIBITION RISKS

This **Policy** is extended to include transits to and from exhibition site (at **Policy** conditions) and continues after arrival, covering loss of or damage to the goods insured arising from:-

- a) fire, lightning, explosion
- b) storm, flood and tempest
- c) burglary, housebreaking, theft or any attempt thereof
- d) any accidental cause

whilst the goods insured remain on exhibition site during unpacking, assembly, awaiting and on exhibition, dismantling and repacking until lifted for removal from the exhibition site.

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

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

- a) the first \$250 of each and every claim arising
- b) loss or damage caused by theft or attempted theft from an inadequately secured site
- c) loss or damage caused by war, civil war or terrorism.



- d) wear and tear, depreciation (not arising from an insured risk), gradual deterioration or inherent vice
- e) loss or damage caused by vermin, weevil, mildew, mould, heating and frost
- f) loss of life and/or personal injury and/or damage to other goods, other third party risks or indirect and consequential losses
- g) loss or damage arising from latent defect, or arising from faulty assembly or construction
- h) loss or damage resulting directly from mechanical, electrical or manual operation of the goods insured for demonstration or other purposes
- i) loss or damage to the goods insured in transit following the exhibition, unless properly packed, and packed to no lesser standard as for the outward journey
- j) loss of or damage to plasma screens

75. FROZEN AND/OR CHILLED PRODUCE EXTENSION CLAUSE

Notwithstanding any exclusions contained within the **Policy** this extension provides cover against deterioration in consequence of temperature variations but subject to the following:

- a) every driver involved in the transportation of goods in a refrigerated or chilled or insulated condition shall have had tuition in the handling of such traffic from the manufacturers of such equipment or the duly authorized agent of the manufacturers or a similarly qualified party; and
- b) the temperature within the unit shall be recorded in writing by the Insured at the time of loading and unloading and, in the case of any journey exceeding twelve hours duration, the temperature within the unit shall be recorded in writing at intervals of not more than twelve hours

It is a condition precedent to liability that the Insured shall retain such records to serve as evidence in connection with any claim which may arise; and

- c) refrigerated/insulated vehicles and/or trailers shall be maintained and used in accordance with manufacturers instructions; and



d) the amount to be borne by the Insured in respect of each and every loss as a result of this Extension shall be \$500.

76. HOUSEHOLD GOODS PROFESSIONALLY PACKED

HOUSEHOLD GOODS CONDITIONS- PROFESSIONALLY PACKED

Institute Cargo Clauses (A) as per **Policy** forms but notwithstanding anything contained therein to the contrary this **Policy** covers the transit from domicile including up to 30 days whilst at packers' premises, other storage during the ordinary course of transit, and a period of not exceeding 60 days after arrival of the carrying vessel or conveyance at the overseas port during the ordinary course of transit or until delivery to final domicile whichever first occurs. However when the goods have been placed directly into standard shipping containers without other packing then cover will cease upon discharge from the container.

Excluding moth, vermin and gradual deterioration.
Excluding electrical or mechanical breakdown or derangement unless caused by a peril insured against.

Excluding loss or damage due to consequential loss or expense of whatsoever description.

Notwithstanding anything to the contrary contained herein this insurance covers War and Strikes risks in accordance with the relevant Institute War Clauses (Cargo) and Institute Strikes Clauses (Cargo) which are deemed to be attached to and form part of this **Policy**.

VALUATION CLAUSE

It is warranted that all certificates or declarations must be accompanied by an itemized inventory showing the value of each item. In the case of the sum insured hereunder in respect of any article or articles being less than the present day market value at destination then, in the event of loss or damage the amount recoverable by the **Assured**, inclusive of



reconditioning charges and replacement costs shall be in every case only such proportion as the sum insured bears to the market value at destination.

**REPLACEMENT
CLAUSE-
FURNITURE,
EFFECTS
AND THE LIKE**

In the event of claims for loss of or damage to any part(s) of an article insured hereby consequent upon a risk covered by the **Policy**, the amount recoverable hereunder shall not exceed the proportion of the cost of replacement or repair (of the part(s) lost or damaged) that the insured value of the complete article bears to the current market value thereof plus additional charges for re-fitting the new parts if incurred.

**PAIR &
SET CLAUSE**

If any claim arises herein for loss or damage (consequent upon a risk covered by the **Policy**) of or to an article constituting one of an insured pair or set, no regard shall be had to the value of the pair or set and the amount recoverable under this **Policy** shall be calculated as though the article has been separately insured at pro rata of the insured value of the pair or set. **Underwriters** shall not be liable for any diminution in the value of the pair or set as a result of loss or damage.

77. HOUSEHOLD GOODS NOT PROFESSIONALLY PACKED

**HOUSEHOLD
GOODS
CONDITIONS NOT
PROFESSIONALLY
PACKED**

Institute Cargo Clauses (C) as per **Policy** forms but notwithstanding anything contained therein to the contrary this **Policy** covers the transit from domicile including incidental storage during the ordinary course of transit, and a period of not exceeding 60 days after arrival of the carrying vessel or conveyance at the overseas port in the ordinary course of transit or until delivery to final domicile whichever first occurs. However when the goods have been placed directly into standard shipping containers without other packing then cover will cease upon discharge from the container.



Notwithstanding anything to the contrary contained herein, this insurance covers War and Strikes risks in accordance with the relevant Institute War Clauses (Cargo) and Institute Strikes Clauses (Cargo) which are deemed to be attached to and form part of this **policy**.

**VALUATION
CLAUSE**

It is warranted that all certificates or declarations must be accompanied by an itemized inventory showing the value of each item. In the case of the sum insured hereunder in respect of any article or articles being less than the present day market value at destination then, in the event of loss or damage the amount recoverable by the **Assured**, inclusive of reconditioning charges and replacement costs shall be in every case only such proportion as the sum insured bears to the market value at destination.

**REPLACEMENT
CLAUSE-**

In the event of claims for loss of or damage to any part(s) of an article insured hereby consequent upon a

**FURNITURE,
EFFECTS
AND THE LIKE**

risk, covered by the **Policy**, the amount recoverable hereunder shall not exceed the proportion of the cost of replacement or repair (of the part(s) lost or damaged) that the insured value of the complete article bears to the current market value thereof plus additional charges for re-fitting the new parts if incurred.

**PAIR &
SET CLAUSE**

If any claim arises herein for loss or damage (consequent upon a risk covered by the **Policy**) of or to an article constituting one of an insured pair or set, no regard shall be had to the value of the pair or set and the amount recoverable under this **Policy** shall be calculated as though the article has been separately insured at pro rata of the insured value of the pair or set. **Underwriters** shall not be liable for any diminution in the value of the pair or set as a result of loss or damage.



**INSTITUTE
MALICIOUS DAMAGE
CLAUSE**

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

78. MOTOR VEHICLE CONDITIONS ALL RISKS WITH SURVEY REPORT

To cover all risks subject to Institute Cargo Clauses (A) so far as applicable but cover to attach only from time of leaving quay at port of shipment until on quay at port of discharge, unless the vehicle is conveyed in a container when cover to attach from time of loading into the container until unloaded from container.

Subject to a pre-shipment survey report.

Excluding rust, oxidization, and discolouration unless caused by direct contact with sea water.

Excluding loss of spare parts, tool kits, CD and other in-car entertainment systems and the like unless lost with the complete vehicle.

Excluding loss and/or damage arising from freezing of water in the radiator and/or cooling system.

No cover whilst on tow or under own power, except whilst being towed or driven on or off the vessel, or into or from the container.

Should and claim arise for loss and/or damage to any part of the insured vehicle, the **Underwriters** to be liable for the cost of repairing or replacing the parts lost and/or damaged plus cost of re-forwarding to destination if necessary.

79. MOTOR VEHICLE RESTRICTED CONDITIONS

To cover all risks subject to Institute Cargo Clauses (A) so far as applicable but cover to attach only from time of leaving quay at port of shipment until on quay at port of discharge, unless the vehicle is conveyed in a container when cover to attach from time of loading into the container until unloaded from container.



Excluding bruising, scratching, chipping, denting and claims for repainting unless caused by the vessel and/or craft being stranded, sunk, burnt, on fire or in collision.

Excluding rust, oxidization and discolouration unless caused by direct contact with sea water.

Excluding loss of spare parts, tool kits, CD and other in-car entertainment systems and the like unless lost with the complete vehicle.

Excluding loss and/or damage arising from freezing of water in the radiator and/or cooling system.

No cover whilst on tow or under own power, except whilst being towed or driven on or off the vessel, or into or from the container.

Should and claim arise for loss and/or damage to any part of the insured vehicle, the **Underwriters** to be liable for the cost of repairing or replacing the parts lost and/or damaged plus cost of re-forwarding to destination if necessary.

80. PAIR, SET OR PARTS

In the event of loss or damage to:

(a) any article or articles which are a part of a pair or set, the measure of loss or damage to such article or articles shall be a reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said article or articles, but in no event shall such loss or damage be construed to mean total loss of the pair or set;

(b) any part of property covered consisting, when complete for use, of several parts, the **Insurer** shall only be liable for the value of the part lost or damaged.

81. PRESENTATION PACKING

Underwriters agree to pay the reasonable costs of repair or replacing of any presentation packing of goods lost or damaged provided that the presentation packing has been protected to withstand the normal rigours of the transit.



82. SPECIAL CONDITIONS APPLYING TO UNATTENDED VEHICLES OWNED OR OPERATED BY THE ASSURED

Coverage is extended to Subject Matter Insured carried in vehicles owned or operated by the **Assured**. The **Underwriters** shall not be liable for any loss or destruction of or damage to the Subject Matter Insured arising from theft or any attempt whilst on or contained in any vehicle when left unattended:-

a) at any time prior to or after completion of the drivers working day or during non-working days unless vehicles shall be garaged at the time in a fully enclosed building of substantial construction which is locked or under constant surveillance

or

b) at any other time when not garaged, unless all points of access to the vehicle shall be locked and securely closed and all security devices as may be specified in the **Policy** shall have been put into effect and there is evidence of forcible or violent entry to or exit from the vehicle.

All locks and security devices shall be properly and adequately maintained.

The **Assured** shall at all times exercise reasonable care in the selection and employment of Drivers and other Employees and shall obtain written references and confirmation of such references directly from the previous Employers.

Nevertheless the **Assured's** right to recover any loss arising from theft shall not be prejudiced by failure of the **Assured** to comply with Condition (b) solely through the mechanical breakdown of locks or security devices as a result of damage by fire or an accident to the vehicle provided always that such locks and devices were in efficient working order at the commencement of the journey during which theft occurred and provided also that all reasonable precautions were taken by the **Assured** to protect the subject matter insured following the breakdown or damage.

83. SPECIAL CONDITIONS APPLYING TO UNATTENDED VEHICLES OWNED OR OPERATED BY THE ASSURED - OPTION

CO-INSURANCE CLAUSE In the event of the **Assured** being unable to comply with Paragraph a) in Clause 82 above and consequent upon the **Assured** and/or Employee and/or Servant taking reasonable precautions to minimize the risks of theft or attempt thereat the **Policy** is extended to provide cover overnight subject to a Co-Insurance Clause.



Underwriters will be liable for 80% of any claim (after deduction of any **policy** excess) for which **Underwriters** would have been liable but for Paragraph a) above provided always that the **Assured** shall bear the remainder of any such claim such balance to remain uninsured.

84. TRAVELLERS GOODS AND SAMPLES

Notwithstanding anything contained herein to the contrary the provisions of this clause shall be paramount in respect of loss or damage to Travellers Goods and Samples.

Subject to the terms contained herein or endorsed herein **Underwriters** will indemnify the **Assured** against loss or damage to the goods insured (as described herein) belonging to the **Assured** or held by the **Assured** in trust or for which the **Assured** is responsible whilst:-

a) contained in any fully enclosed vehicle including whilst loading or unloading or in transit but excluding Subject Matter Insured in vehicles left unattended on own premises between the hours of 9:00 pm and 6:00 am on working days, or during the entire 24 hour period on non-working days.

b) temporarily removed from vehicle but remaining in the personal custody of the **Assured** or his employee

i) whilst contained in any hotel room or private residence occupied by such person and lockfast when unoccupied

ii) whilst deposited for safe custody with hotel proprietors or any responsible public transport authority but excluding whilst in hotel stockrooms or similar places or whilst on or off vehicles in any business premises owned or occupied by the **Assured**.

c) away from the **Assured**'s premises during the ordinary course of business on Third Party premises for up to 14 days

d) in the personal custody of the **Assured** or his employees during transit by foot and public transport whilst still engaged in the ordinary course of business including commuting.

The Underwriter shall not be liable for

a) the first \$250 of each and every claim



- b) any loss or damage caused by theft or attempted theft from inadequately secured premises
- c) any loss or damage to the goods which are contained in any vehicle being used outside the normal course of the **Assured's** business for social domestic or pleasure purposes.
- d) any loss or damage to the personal clothing and effects of the **Assured** or his Agent or Employee
- e) any loss or damage or expense consequent upon the goods undergoing any process and/or directly resulting therefrom.

85. WAREHOUSE EXTENSION

It is hereby understood and agreed that this **Policy** is extended to cover the property insured while in storage at the Locations set out in the Declarations pages: -

THIS WAREHOUSE EXTENSION ENDORSEMENT DOES NOT INSURE AGAINST: -

- 1) Loss or damage caused by wear and tear or gradual deterioration.
- 2) Loss or damage caused by moths or vermin.
- 3) Loss or damage resulting from misappropriation, secretion, conversion, infidelity or any dishonest act on the part of the **Assured** or other party of the **Assured** or other party of interest, his or their employees or agents or any person or persons to whom the property may be entrusted.
- 4) Any mysterious disappearance or loss or shortage discovered upon taking inventory.
- 5) Dampness or drying of atmosphere, extremes or changes of temperature, shrinkage, evaporation, loss of weight, rust, contamination, change in flavour or colour or texture or finish, marring, scratching or crushing, unless such loss or damage is caused directly by fire, lightning, windstorm, hail, explosion, bursting of pipes or apparatus, vandalism, malicious mischief, theft and attempted theft.
- 6) Damage while being worked upon.



- 7) Loss or damage caused by earthquake and/or by flood.
- 8) Neglect of the **Assured** to take all reasonable action to save and preserve the property at and after any peril insured against.
- 9) the entrance of rain, sleet, or snow through doors, windows, skylights or other similar wall or roof openings unless through an aperture concurrently and directly caused by a peril insured against.

REPORTING

Values at risk must be reported not later than 15 days after the end of each month.

All other terms and conditions remaining unchanged.

Warranties

- a) Warranted all alarms and/or security devices are regularly maintained as per manufacturers and/or installers specifications and are in working order at all times. Furthermore this clause is applicable to satisfactory maintenance of plumbing, sprinkler systems and electrical wiring.
- b) Warranted the security details agreed by the **Underwriters** prior to attachment shall not be varied during the currency of the Policy without prior agreement of the **Underwriters**.

Coverage under this clause is subject to Average, that is to say if the value of any goods insured hereunder, calculated in accordance with the **Policy** Basis of Valuation, is at the time of loss greater than the relevant **Policy** limit applicable to the Location concerned, the **Assured** shall be entitled to recover only such proportion of the loss as the relevant **Policy** limit bears to the value of the goods concerned, calculated in accordance with the **Policy** Basis of Valuation.



Part D: Endorsements

As attached hereto which supercede Part A and Part B and Part C of this Policy.

This page is left intentionally blank.