

CargoAdvantage
Single Transit Insurance
Imports and Exports Only

Policy Wording

Insured Organisation: As per Marine policy
Period: As per Marine policy

CHUBB®



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CargoAdvantage Single Transit Insurance Imports and Exports Only

Duty of Disclosure

Your Duty of Disclosure

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

What you do not need to tell us

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or we waive your duty to tell us about.

If you do not tell us something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

Privacy Statement

In this Statement “We”, “Our” and “Us” means Chubb Insurance Australia Limited (**Chubb**).

“You” and “Your” refers to Our customers and prospective customers as well as those who use Our [Website](#).

This Statement is a summary of Our Privacy Policy and provides an overview of how We collect, disclose and handle Your Personal Information. Our Privacy Policy may change from time to time and where this occurs, the updated Privacy Policy will be posted to Our website.

Why We collect Your Personal Information

The primary purpose for Our collection and use of Your Personal Information is to enable Us to provide insurance services to You.

Sometimes, We may use Your Personal Information for Our marketing campaigns, in relation to new products, services or information that may be of interest to You. If You wish to opt out of Our marketing campaigns You can contact Our customer relations team on 1800 815 675 or email CustomerService.AUNZ@chubb.com.

How We obtain Your Personal Information

We collect Your Personal Information (which may include sensitive information) at various points including but not limited to when You are applying for, changing or renewing an insurance policy with Us or when We are processing a claim. Personal Information is usually obtained directly from You but sometimes via a third party such an insurance intermediary or Your employer (e.g. in the case of a group insurance policy). Please refer to Our Privacy Policy for further details.

When information is provided to Us via a third party We use that information on the basis that You have consented or would reasonably expect Us to collect Your Personal Information in this way. We take reasonable steps to ensure that You have been made aware of how We handle Your Personal Information.

When do We disclose Your Personal Information?

We may disclose the information We collect to third parties, including service providers engaged by Us to carry out certain business activities on Our behalf (such as claims assessors and call centres in Australia). In some circumstances, in order to provide Our services to You, We may need to transfer Your Personal Information to other entities within the Chubb group of companies such as the regional head offices of Chubb located in Singapore, UK or USA (Chubb Group of Companies), or third parties with whom

We (or the Chubb Group of Companies) have sub-contracted to provide a specific service for Us, which may be located outside of Australia (such as in the Philippines or USA). These entities and their locations may change from time to time. Please contact us, if you would like a full list of the countries in which these third parties are located.

Where access to Our products has been facilitated through a third party (for example: insurance broker, online marketing agency etc) We may also share Your information with that third party.

In the circumstances where We disclose Personal Information to the Chubb Group of Companies, third parties or third parties outside Australia We take steps to protect Personal Information against unauthorised disclosure, misuse or loss.

Your Consent

In dealing with Us, You agree to Us using and disclosing Your Personal Information as set out in this Privacy Statement and Our Privacy Policy. This consent remains valid unless You tell Us otherwise. If You wish to withdraw Your consent, including for things such as receiving information on products and offers by Us or persons We have an association with, please contact Our Privacy Officer.

Access to and correction of Your Personal Information

If you'd like a copy of your Personal Information or wish to correct or update it, want to withdraw Your consent to receiving offers of products of services from Us or persons We have an association with, or You would like a copy of Our Privacy Policy, please contact Our customer relations team on 1800 815 675 or email CustomerService.AUNZ@chubb.com.

To request access to, update or correct your personal information held by Chubb, please complete Our Personal Information Request Form online or download it from www2.chubb.com/au-en/footer/privacy.aspx and return to:

Email: CustomerService.AUNZ@chubb.com
Fax: + 61 2 9335 3467
Address: GPO Box 4907 Sydney NSW 2001

How to Make a Complaint

If You have a complaint or would like more information about how We manage Your Personal Information, please review Our Privacy Policy for more details, or contact:
Privacy Officer
Chubb Insurance Australia Limited
GPO Box 4907 Sydney NSW 2001
+61 2 9335 3200
Privacy.AU@chubb.com

General Insurance Code of Practice

We are a signatory to the General Insurance Code of Practice (the Code). The objectives of the Code are to further raise standards of service and promote consumer confidence in the general insurance industry. Further information about the Code and your rights under it is available at www.codeofpractice.com.au and on request.

Complaints and Dispute Resolution

We take the concerns of Our customers very seriously and have detailed complaint handling and internal dispute resolution procedures that You can access. Please note that if We have resolved Your initial complaint to Your satisfaction by the end of the 5th business day after We have received it, and You have not requested that We provide You a response in writing, the following complaint handling and internal dispute resolution process does not apply. This exemption to the complaints process does not apply to complaints regarding a declined claim, the value of a claim, or about financial hardship.

Stage 1 – Complaint Handling Procedure

If You are dissatisfied with any aspect of Your relationship with Chubb including Our products or services and wish to make a complaint, please contact Us at:

The Complaints Officer
Chubb Insurance Australia Limited
GPO Box 4065
Sydney NSW 2001
O 1800 815 675
E Complaints.AU@chubb.com

The members of Our complaint handling team are trained to handle complaints fairly and efficiently.

Please provide Us with Your claim or Policy number (if applicable) and as much information as You can about the reason for Your complaint.

We will investigate Your complaint and keep You informed of the progress of Our investigation. We will respond to Your complaint in writing within fifteen (15) business days provided We have all necessary information and have completed any investigation required. In cases where further information or investigation is required, We will work with You to agree reasonable alternative time frames and, if We cannot agree, You may request that Your complaint is taken to Stage 2 and referred to Our internal dispute resolution team. We will otherwise keep You informed about the progress of Our response at least every ten (10) business days, unless You agree otherwise.

Please note if Your complaint relates to Wholesale Insurance (as defined in the General Insurance Code of Practice), We may elect to refer it straight to Stage 2 for review by Our Internal Dispute Resolution team.

Stage 2 – Internal Dispute Resolution Procedure

If You advise Us that You wish to take Your complaint to Stage 2, Your complaint will be reviewed by members of Our internal dispute resolution team, who are independent to Our complaint handling team and are committed to reviewing disputes objectively, fairly and efficiently.

You may contact Our internal dispute resolution team by phone, fax or post (as below), or email at:

Internal Dispute Resolution Service
Chubb Insurance Australia Limited

GPO Box 4065
Sydney NSW 2001
O +61 2 9335 3200
F +61 2 9335 3411
E DisputeResolution.AU@chubb.com

Please provide Us with Your claim or Policy number (if applicable) and as much information as You can about the reason for Your dispute.

We will keep You informed of the progress of Our review of Your dispute at least every ten (10) business days and will respond to Your dispute in writing within fifteen (15) business days, provided We have all necessary information and have completed any investigation required. In cases where further information or investigation is required, We will work with You to agree reasonable alternative time frames. If We cannot agree, You may refer Your dispute to the Australian Financial Complaints Authority (AFCA) as detailed under Stage 3 below, subject to its Rules. If Your complaint or dispute falls outside the AFCA Rules, You can seek independent legal advice or access any other external dispute resolution options that may be available to You.

Stage 3 – External Dispute Resolution

If You are dissatisfied with Our internal dispute determination, or We are unable to resolve Your complaint or dispute to Your satisfaction within forty-five (45) days, You may refer Your complaint or dispute to AFCA, subject to its Rules. AFCA is an independent external dispute resolution scheme approved by the Australian Securities and Investments Commission. We are a member of this scheme and We agree to be bound by its determinations about a dispute. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

You may contact AFCA at any time at:

Australian Financial Complaints
Authority
GPO Box 3
Melbourne VIC 3001
O 1800 931 678 (free call)
F +61 3 9613 6399
E info@afca.org.au
W www.afca.org.au

Time limits may apply to complain to AFCA and so You should act promptly or otherwise consult the AFCA website to find out if or when the time limit relevant to Your circumstances expires.

Policy Wording

This Policy is designed to provide cover for single commercial shipments imported or exported. This Policy does not provide cover for shipments within Australia. This Policy is not intended as a retail insurance policy, nor is it designed to provide cover for natural persons.

In consideration of the premium being paid by the Insured to Chubb Insurance Australia Limited (ABN 23 001 642 020) (Chubb) and in reliance upon the written statements and declarations provided by or on behalf of the Insured, Chubb agrees to indemnify the Insured as follows:

General Definitions Applicable To This Policy

Wherever appearing in this Policy, the following definitions apply:

Act of Terrorism means any act, including but not limited to the use of force or violence and/or threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government which from its nature or context is done for, or in connection with, political, religious, ideological or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Certificate of Insurance means the document which contains details of the cover provided to the Insured by Chubb, issued with and forming part of the Policy.

Chubb means Chubb Insurance Australia Limited (ABN 23 001 642 020).

Conveyance means any mode of road, rail, air or waterborne transport.

Goods means items of merchandise, equipment or other property that belong to the Insured except to the extent that such items are excluded from cover under the Policy.

Insured means:

- (a) The Insured named in the Certificate of Insurance; or
- (b) any existing Subsidiary (including Subsidiaries thereof) of the Insured

or any existing organisation under the control and active management of the Insured that is notified in writing and accepted by Chubb for cover under this Policy;

Interest Insured means the interest insured as specified in the Certificate of Insurance.

Jettison means the act of casting goods overboard from a ship undertaken as a reasonable means to address some danger or distress to such ship.

Load means Goods comprising the Interest Insured that are laid on or placed in or on any Conveyance for Transit.

Motor Vehicles means motor cars, motor cycles, recreation vehicles, buses, mobile or motorized machinery, railway vehicles, trucks and other motorized vehicles,

Net Recovery means the total amount recovered less costs incurred in pursuing such recovery.

Policy means the contract of insurance between Chubb and the Insured that comprises the terms applicable to this Policy, the Certificate of Insurance issued by Chubb, and any document issued by Chubb that varies the policy coverage.

Sum Insured means the maximum amount payable by Chubb under an Insured's Policy, as specified in the Certificate of Insurance.

Transit, in relation to each Load:

- (a) means the movement of Goods during the period commencing from when the Goods are first moved for the purpose of conveyance to a destination outside the originating location and ending when the Goods are last moved in being delivered at the destination location, as specified in the Certificate of Insurance; and
- (b) does not include any period of dismantling, erection, commissioning, testing or storage other than that required in, and for the purpose of, the movement of the Goods to their destination location.

1. Insuring agreement

Subject to the Institute Clauses specified below (which are hereby incorporated into this Policy) and all of the other terms, conditions, exclusions and other provisions applicable to this Policy, Chubb agrees to indemnify the Insured against loss or damage to the Interest Insured occurring during Transit resulting from the insured perils specified by the Institute Clauses herein.

1.1. In respect of non frozen and/or non chilled cargo:

For shipments by Sea and/or Road and/or Rail Conveyances:

- Institute Cargo Clauses (A) 1/1/09
- Institute War Clauses (Cargo) 1/1/09
- Institute Strikes Clauses (Cargo) 1/1/09
- Institute Classification Clause 1/1/01
- Institute Replacement Clause 1/1/34
- Cargo ISM Endorsement 1/8/98
- Cargo ISM Forwarding Charges Clause 1/8/98
- Institute Radioactive, Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause 10/11/03
- Institute Cyber Attack Exclusion Clause 10/11/03
- Information Technology Hazards Clause
- Termination of Transit Clause (Terrorism) 2009

For shipments by Aircraft:

- Institute Cargo Clauses (Air) (excluding sendings by Post) 1/1/09
- Institute War Clauses (Air Cargo) (excluding sendings by Post) 1/1/09
- Institute Strikes Clauses (Air Cargo) 1/1/09
- Institute Replacement Clause 1/1/34
- Institute Radioactive, Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause 10/11/03
- Institute Cyber Attack Exclusion Clause 10/11/03

- Information Technology Hazards Clause
- Termination of Transit Clause (Terrorism) 2009

For sendings by Post:

- Institute Cargo Clauses (A) 1/1/09
- Institute War Clauses (sendings by Post) 1/1/09
- Institute Strikes Clauses (Cargo) or Institute Strikes Clauses (Air Cargo) as appropriate.
- Institute Replacement Clause 1/1/09
- Institute Radioactive, Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause 10/11/03
- Institute Cyber Attack Exclusion Clause 10/11/03
- Information Technology Hazards Clause
- Termination of Transit Clause (Terrorism) 2009

1.2. In respect of frozen and/or chilled cargo (excluding frozen meat and/or chilled meat cargo):

For Shipments by Sea and/or Road and/or Rail Conveyances:

- Institute Frozen Food Clauses (A) (Excluding Frozen Meat) amended to replace all references to “frozen” with references to “frozen or chilled”.
- Institute Strikes Clauses (Frozen Food) (Excluding Frozen Meat) amended to replace all reference to “frozen” with references to “frozen or chilled”
- Institute War Clauses (Cargo) 1/1/09
- Institute Frozen Food Extension Clauses amended to replace all references to “frozen” with references to “frozen or chilled”
- Institute Classification Clause 1/1/01
- Institute Radioactive, Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause 10/11/03
- Institute Cyber Attack Exclusion Clause 10/11/03

- Termination of Transit Clause (Terrorism) 2009

For Shipments by Aircraft:

- Chilled or Frozen goods by air clause (2009 Institute Clause version)
- Institute War Clauses (Air Cargo) (excluding sendings by Post) 1/1/09
- Institute Strikes Clauses (Air Cargo) 1/1/09
- Institute Radioactive, Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause 10/11/03
- Institute Cyber Attack Exclusion Clause 10/11/03
- Termination of Transit Clause (Terrorism) 2009

1.3. In respect of frozen meat and/or chilled meat cargo:

For Shipments by Sea and/or Road and/or Rail Conveyances:

- Institute Frozen Meat Clauses (A) amended to replace all references to “frozen” with references to “frozen or chilled” and with Clause 8.1.1 and 8.1.3 deleted
- Institute Strikes Clauses (Frozen Meat) amended to replace all references to “frozen” with references to “frozen or chilled” and with Clause 5.1.1 and 5.1.3 deleted
- Institute Frozen Meat Extension Clauses amended to replace all references to “frozen” with references to “frozen or chilled”
- Institute War Clause (Cargo) 1/1/09
- Institute War Cancellation Clause
- Institute Classification Clause 1/1/01
- Institute Radioactive, Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause 10/11/03
- Institute Cyber Attack Exclusion Clause 10/11/03
- Termination of Transit Clause (Terrorism) 2009

For Shipments by Aircraft:

- Chilled Meat by Air (Excluding Rejection)
- Institute War Clauses (Air Cargo) (excluding sendings by Post) 1/1/09
- Institute Strikes Clauses (Air Cargo) 1/1/09
- Institute Radioactive, Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause 10/11/03
- Institute Cyber Attack Exclusion Clause 10/11/03
- Termination of Transit Clause (Terrorism) 2009

2. Additional benefits applicable to this Policy

Subject to all of the terms, conditions, exclusions and other provisions applicable to this Policy cover is automatically extended by the following additional benefit extensions. Except where specified herein, none of these extensions increase the Sum Insured unless Chubb otherwise agrees in writing:

2.1 Airfreight Replacement (Imports Only)

In the event of a claim covered under this Policy and the Insured considers it necessary to forward replacement machinery or electrical components or appliances by air, Chubb will pay the extra costs involved, notwithstanding that the original consignment was not despatched by air. Any cover provided under this extension is subject to a sub-limit of \$100,000 in respect of any one loss or series of losses arising from one insured event, or such other amount specified by endorsement.

2.2 Apportionment of Recovery

It is agreed that all Net Recovery received from third parties will be shared with the Insured in the same proportion as the deductible bears to the original claim settlement amount.

2.3 Brands

Where the Interest Insured consists of branded Goods, such Goods will not be sold or otherwise disposed of as salvage without the consent of the Insured. If the Insured declines to consent, the Insured may retain the Goods but the reasonable salvaged value of the Goods will be deducted from the amount Chubb will pay under this Policy.

2.4 Civil Authority Clause

It is understood and agreed that the Interest Insured under this Policy is also covered against the risk of damage or destruction by civil authority during a conflagration or for the purpose of retarding the same, provided that

neither such conflagration nor such damage or destruction is caused or contributed to by relevant Institute War Clauses or Institute Strikes Clauses perils elsewhere excluded herein.

2.5 “Claused” Bills of Lading

The cover provided by this Policy is not prejudiced solely by the reason of marking of the Bill of Lading (or like document) with a clause indicating Goods or any of them are insufficiently packed.

2.6 Containers

The cover provided by this Policy extends to costs or expenses for loss or damage to shipping containers and/or flat racks in the Insured’s care, custody or control incurred as a result of an insured peril and for which the Insured is legally liable subject to a limit of \$25,000.

2.7 Debris removal

Chubb agrees to cover, in addition to any other amount recoverable under this insurance, costs and expenses reasonably and necessarily incurred by the Insured in connection with the removal, disposal and/or destruction of debris of the Interest Insured but excluding absolutely:

- (a) Any expenses incurred in consequence of or to avert or mitigate pollution or contamination or threat or liability thereof; and
 - (b) The costs of removal of cargo from any aircraft or vessel
- In no case shall Chubb be liable for more than 10% of the insured value of the Interest Insured or \$1,000,000 whichever the greater.

2.8 Delayed unpacking clause (limit 90 days)

Any accidental loss or damage to the Interest Insured that is first discovered following the opening and examination of the Interest Insured following Transit will be covered, subject to:

- (a) the discovery of the accidental loss or damage to the Interest Insured occurring and being

notified to Chubb within 90 days of the completion of its Transit; and

- (b) the Insured establishing to the reasonable satisfaction of Chubb that the accidental loss or damage occurred during Transit.

2.9 Deliberate Damage – Pollution Hazard Clause

Any accidental loss or damage to the Interest Insured under this Policy which is directly caused by the actions of governmental authorities to mitigate a pollution hazard or threat thereof, provided the accident or occurrence, which required governmental action, constituted an insured peril herein.

2.10 Duty (Imports Only)

Cover for any increase in the value of the Interest Insured during the course of Transit due to the imposition of customs duty, or any other similar levy, either in the country of destination or in any country through which the Goods pass.

However, duty and/or any other similar levy is not recoverable if the Interest Insured is totally or partially lost prior to the duty and/or levy becoming payable.

2.11 Fumigation

In the event of loss or damage to the Interest Insured which is caused by fumigation, Chubb agrees to indemnify the Insured for such loss or damage, and the Insured agrees to subrogate to Chubb any recourse they may have for the recovery of such loss or damage from others but this clause does not extend to cover loss or damage caused by customary fumigation applied prior to or at inception of risk.

2.12 General Average

Cover under this Policy extends to:

- (a) Loss incurred as a result of general average sacrifice; and
- (b) In respect of Transit by sea, loss comprising any costs or

expenses incurred in accordance with the contract of affreightment and the governing law and practice, incurred in connection with avoiding a loss covered by this policy.

Where loss or expense of a type covered by this extension is sustained by the Insured, there is deemed to be accidental loss or damage to the Interest Insured for the purposes of satisfying insuring agreement of this Policy.

2.13 Insolvency of Ship Owners

It is agreed that the exclusion contained within the Institute Clauses, of "loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel" is deleted and replaced with the following exclusion:

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

2.14 Interruption of Damaged Goods

- It is agreed that Goods taken out of ordinary Transit upon instructions of surveyors appointed by or on behalf of Chubb for the purpose of establishment of loss or damage, shall be held covered, subject to original terms and conditions applying to such shipment, without payment of additional premium or advice to Chubb, during such interruption or suspension of Transit until disposed of by delivery to and acceptance by the original consignee or by sale to others or otherwise, provided that during such interruption or suspension the Insured complies with the surveyor's instructions.

2.15 Jettison

Accidental loss or damage to the Interest Insured caused by the act of Jettison.

2.16 Labels

Any costs or expenses incurred in respect of loss or damage affecting labels to the Interest Insured only limited to the cost of reconditioning the labels or the cost of new labels and relabelling the relevant Goods, whichever is the lesser.

2.17 Landing, Warehousing and Forwarding Charges

If as a result of the operation of an event covered by this Policy or as a result of insolvency or financial default of the owners, charterers, managers or operators of the Conveyance the insured Transit is terminated at a port or place other than that to which cover is provided for the Goods under this Policy, Chubb will reimburse the Insured for any extra charges properly and reasonably incurred in unloading, storing and forwarding the Goods to the destination to which they are insured subject to a limit of \$10,000.

2.18 Over-carrying

In respect of any part of the Interest Insured that is carried by and under the responsibility of the Insured to a destination that is different from the scheduled place of destination by reason of an error or emergency the cover provided by this Policy will be extended until such time as the Interest Insured is delivered to its scheduled place of destination or to some other destination requested by the receiver or owner of the Interest Insured.

2.19 Packing

The cover provided by this Policy is extended for a period of up to 30 days to cover the Interest Insured while it is being delivered by and under the responsibility of the Insured from the warehouse of the Insured or a supplier, to the

warehouse of a packer prior to transportation.

2.20 Sea/Air Worthiness Admitted Clause

The seaworthiness of the vessel or craft and the fitness of the vessel, craft, Conveyance, lift van/ container or aircraft for the safe carriage of the Interest Insured is admitted as between the Insured and Chubb. In the event of loss, the Insured's rights of recovery hereunder shall not be prejudiced by the fact that the loss may have been attributable to the wrongful act or misconduct of the shipowners, or their servants, committed without the knowledge or involvement of the Insured.

2.21 Shipments in sealed containers

In respect of full container load (FLC) shipments, provided documentary evidence is produced to substantiate the quantity loaded into the container, the fact that the container's seal is intact at unloading point shall not invalidate claims of theft, pilferage, shortage and/or non-delivery.

2.22 Shut-out

In the event of any part of the Interest Insured being "shut-out" from the Conveyance the cover provided by this Policy is extended to provide cover while waiting for alternative transportation but subject to:

- (a) the terms and conditions of cover;
- (b) the Insured notifying Chubb as soon as it becomes aware of the "shut-out";
- (c) any part of the Interest Insured that is "shut-out" being stored in a secure area; and
- (d) there being no cover in respect of any loss or damage caused by delay as a result of the "shut-out".

2.23 Sorting Charges

In the event of the Insured and/or consignee complying with the surveyor's instructions to separate shipping packages showing signs of external damage from the sound packages to ascertain possible loss arising from loss or damage covered by this policy, cover under this Policy is extended to such costs or expenses as approved by the surveyor even though a claim may not subsequently result.

2.24 Strikes Diversion (Imports Only)

Chubb will pay additional expense necessarily and reasonably incurred by the Insured when importing the Interest Insured following the exercise by the shipowners or charterers of any liberty granted by the contract of affreightment where solely in consequence of strikes, riots, civil commotions, lockouts or labour disturbances, or conditions arising from them, the Interest Insured is over carried to or discharged at a port other than the intended port of discharge under the contract of affreightment.

The additional expense is payable irrespective of any other loss, whether partial or total, recoverable under this policy. However, Chubb will not be liable for any claims unless the liberty referred to is exercised prior to the expiry of 15 days from midnight on the day on which the strikes, riots, civil commotion, lockouts or labour disturbances cease to be in active operation.

Liability under this extension is limited to 20% of the insured value of the Interest Insured or \$25,000 whichever is lesser and is subject to an additional deductible of 10% of the amount recoverable for claims made under this extension, having already applied any deductible specified in the Certificate of Insurance.

2.25 Uncollected Cargo Protection

Chubb will pay, in addition to any other amount recoverable under this Policy, any extra cost incurred by the Insured solely by reason of the failure of a consignee/cargo receiver to collect Goods at Transit destination location, subject to:

- (a) a Policy limit of \$10,000; and
- (b) an additional deductible of 10% of the amount recoverable for claims made under this extension, having already applied any deductible specified in the Certificate of Insurance.

3. What Chubb will pay under this Policy

Chubb will pay a claim covered under this Policy in the manner specified below.

3.1. Imports:

Insured's sales value as stated on the commercial invoice for the Interest Insured. In the event of no such value, then valuation as follows:-

Cost Insurance Freight (CIF); plus percentage stipulated (but in the event of no such stipulation plus ten percent) plus duty payable, if applicable.

3.2. Exports:

Insured's sales value as stated on the commercial invoice for the Interest Insured. In the event of no such value, then valuation as follows:-

Cost Insurance Freight (CIF) plus percentage stipulated (but in the event of no such stipulation plus ten percent

4. Exclusions applicable to this Policy

Each of the exclusions specified in the Institute Clauses referred to in the Insuring Agreement of this Policy apply to the cover provided under this Policy, except where expressly modified by agreement between the parties in writing. In addition to those exclusions:

4.1 This Policy does not cover any loss or damage:

- (a) arising out of or in any way connected with asbestos or materials that contain asbestos;
- (b) attributable to any wilful misconduct or illegal act of the Insured or anyone acting on the Insured's instructions;
- (c) caused by rust, oxidation and/or discolouration unless resulting from an insured event;
- (d) arising from mechanical, electrical or electronic failure unless there is visible external physical damage that occurred during Transit as a result of an insured event;
- (e) arising out of any liability assumed by the Insured under an agreement unless such liability would have attached in the absence of that agreement.

4.2 This Policy does not cover any loss or damage of or to the following:

- (a) Artwork, antiques and collectibles greater than \$10,000 per item;
- (b) Bullion;
- (c) Cash securities and other cash equivalent;
- (d) Precious jewellery;
- (e) Precious metals;
- (f) Precious stones.

4.3 This Policy does not cover any shipments within Africa, such as:

- (a) there is no cover for any shipment beyond discharge from a ship or aircraft at an arrival port or airport within Africa;
- (b) there is no cover for any shipment prior to loading to a ship or aircraft at a departure port or airport within Africa;
- (c) there is no cover for any shipment on a land conveyance within Africa.

4.4 Sanction Limitation and Exclusion Clause

Chubb shall not be deemed to provide cover and Chubb shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Chubb to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America and/or the Commonwealth of Australia.

5. General conditions applicable to this Policy

This section sets out where the cover provided under the policy has the following additional conditions attached:

5.1 Applicable law

This insurance shall be governed by the law of the Australian state or territory of the office of Chubb from which the Policy was issued notwithstanding any other provision in the Institute Clauses incorporated under 6.1, 6.2 or 6.3. Each party agrees to submit to the exclusive jurisdiction of the courts of competent jurisdiction in that state or territory.

5.2 Cancellation

This Policy may be cancelled at any time by either Chubb, where permitted by law, or the Insured, subject to written notice as follows:

Marine and/or storage risks - 90 days

War and strikes risks - 7 days

Strikes risks in respect of shipments and/or sendings to and from the United States of America – 48 hours

5.3 Claims procedure

The Insured/ shall inspect immediately following delivery at their destination any packages containing the Interest Insured that show obvious signs of damage.

In the event of any loss or damage to the Interest Insured occurring for which Chubb may be liable, the Insured:

- (a) must give immediate notice of such loss or damage in writing to Chubb;
- (b) must provide details of any other current policy of insurance effected by the Insured or on its behalf that covers the same loss or damage either alone or together with any other goods;
- (c) shall co-operate with Chubb's investigations and provide, or arrange to be provided, with correspondence, documents, statements, invoices and other items documenting the incident and the amount of the loss; and
- (d) must not act in any way to the detriment or prejudice of the interests of Chubb.

5.4 Deck Cargo Clause

Where the Interest Insured under this Policy is carried in fully enclosed cellular containers as on deck cargo, coverage hereunder is on the same terms and conditions as if it were under deck cargo.

Unless otherwise agreed in writing, all other deck cargo shall be subject to the Institute Cargo Clauses C including the risks of Jettison and loss overboard of the whole or part of deck cargo.

5.5 Deductible

The deductible is the amount stated in the Certificate of Insurance that is payable by the Insured. The deductible applies to each and every loss save that the deductible shall not apply to a claim for total loss (actual or constructive or compromised) or to salvage charges or sue & labour expenses.

5.6 GST and Claim Payments

If the Insured is registered for GST and would be entitled to an input tax credit if it were to incur the cost to which a claim under this Policy relates, Chubb will reduce any amount it pays under any such claim by an amount equal to such

input tax credit entitlement. The terms "GST" and "input tax credit" have the meaning given to them in A New Tax System (Goods and Services Tax) Act 1999.

5.8 Household Goods and Personal Effects Clause

Chubb will pay for loss or damage to household Goods and personal effects in the manner specified below, provided that:

- (a) Chubb receives a full valued and itemized inventory from the shipper prior to dispatch.
- (b) Artwork, antiques and collectibles are covered only if they are supported by a valuation certificate.
- (c) Chubb shall pay the replacement value of the new items as determined in the country of destination.

Cover for household Goods and personal effects shall commence from the time the packing of Goods commences at origin residence, continues during the ordinary course of Transit, and shall terminate when the Interest Insured is off-loaded and safely delivered into the destination residence.

In respect of owner-packed Goods, cover hereunder shall be limited to the total loss of an entire shipping package.

5.9 Institute Clauses

The Institute Clauses incorporated into this Policy are those current at the inception of the Policy and should the clauses be subsequently revised then (subject to 30 days written notice having been provided) the revised Institute Clauses shall apply to all risks which attach on or after the date of the expiry of the notice; and

In the event of any inconsistency between the conditions, exclusions and other provisions applicable to this Policy and the limitations of the relevant Institute War Clauses dated 1 January 2009, this Policy shall prevail.

5.10 Insurance Contracts Act 1984/ Marine Insurance Act 1909

Nothing contained herein is to be construed to reduce or waive either the Insured's or Chubb's privileges, rights or remedies available under the Insurance Contracts Act 1984 (Cth) and/or the Marine Insurance Act 1909 as applicable.

5.11 Interpretation

The documents comprising this Policy are to be read together and any word or expression that is defined has that meaning throughout this Policy. All defined words and expressions are capitalised. The use of the singular includes the plural and the converse.

5.12 Letters of Credit

It is agreed that certificates and/or policies may be issued hereunder to enable the Insured to comply with the insurance requirements of any letter of credit and/or sales contract concerned. Nevertheless, the policy terms, limits and conditions stated herein shall be regarded as paramount.

5.13 Material changes

Every change that materially affects the facts or circumstances that exist at the commencement of this insurance, or at any subsequent renewal date, must be notified to Chubb in writing immediately after such change comes to the notice of the Insured's officer responsible for insurance.

5.14 Motor Vehicles Clause

Chubb will pay for loss or damage to Motor Vehicles in the manner specified below, provided that:

- (a) New Motor Vehicles shall be declared at their new replacement value in the country of destination plus any additional freight, packing or similar Transit costs incurred.
- (b) Second-hand Motor Vehicles shall be declared at their second-hand replacement value in the country of destination plus any

- (c) Veteran and/or vintage and/or classic and/or limited edition and/or similar Motor Vehicles shall be declared at their current market value as supported by a recent and recognized valuation certificate; plus any additional freight, packing or similar Transit costs actually incurred.

There is no cover for loss, damage or expenses relating to Motor Vehicles:

- (a) carried by vessel unless shipped in a RORO (Roll-on/Roll-off) vessel or shipping container.
- (b) incurred whilst Motor Vehicles are under their own power or in tow except whilst in tow within the confines of the port (or airport) immediately prior to or immediately after discharge from the vessel (or aircraft) and/or on to or off of the vessel (or aircraft) or into or out of the shipping container.
- (c) for tyres and/or brakes and/or suspension.
- (d) reasonably attributable to atmospheric humidity and freezing of water in the radiator and/or cooling system.

It is a condition of this insurance that, in respect of any second-hand Motor Vehicle or any new Motor Vehicle with an insured value greater than \$150,000, the shipper shall make contact with and appoint the nearest Lloyd's agent or Chubb-approved surveyor and instruct them to carry out a survey which shall meet with the following minimum requirements:

- (a) report on the general condition of the Motor Vehicle with particular reference to any existing damage (such as chips, dents, scratches, damage to paint work, rust, oxidization and discoloration) and, where applicable, the condition of all electronics and machinery, and the valuation of the Motor Vehicle.

- (b) the agent or surveyor shall discuss, agree and report on all of the following:
 1. the stow and lashing of the Motor Vehicle to the shipping container, and
 2. the method of loading shall be discussed and agreed with the carrier's representative, and the lifting equipment shall be certified, adequate and used within its safe working load.

5.15 Reasonable care

The Insured must take all reasonable precautions to avoid or minimise any loss, damage or expense covered by the applicable Policy.

5.16 Subrogation

In the event of any payment under this policy, Chubb will be subrogated to all of the Insured's rights of recovery against any person or organisation and the Insured shall execute and deliver any appropriate instruments and papers and do whatever else is necessary to secure such rights.

5.17 Subrogation waiver

To the extent permitted by law, Chubb will not cover the Insured for loss or damage or contribution where the Insured agrees with another person or company, who would otherwise be liable to compensate the Insured or contribute towards such loss or damage which would otherwise be covered under the applicable Policy, that it will not seek to recover such loss or damage or contribution from that person.

5.18 Sum Insured

Chubb's liability to indemnify the Insured will not exceed the sum insured sum applicable to this Policy as stated in the Certificate of Insurance.

Appendix 1 – Institute Clauses

1/1/09

Institute Cargo Clauses (A)

Risks Covered

Risks

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

General Average

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

"Both to Blame Collision Clause"

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

Exclusions

4. In no case shall this insurance cover
 - 4.1 loss damage or expense attributable to wilful misconduct of the Assured
 - 4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
 - 4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by

the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)

- 4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
- 4.5 loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
- 4.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract
- 4.7 loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
5. 5.1 In no case shall this insurance cover loss damage or expense arising from
 - 5.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein
 - 5.1.2 unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or

thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.

- 5.2 Exclusion 5.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
- 5.3 The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.
6. In no case shall this insurance cover loss damage or expense caused by
 - 6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
 - 6.2 capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat
 - 6.3 derelict mines torpedoes bombs or other derelict weapons of war.
7. In no case shall this insurance cover loss damage or expense
 - 7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
 - 7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
 - 7.3 caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted

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

Duration

Transit Clause

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

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

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

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

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

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

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

Termination of Contract of Carriage

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

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

9.2 if the subject-matter insured is forwarded within the said period of 60 days (or any agreed extension thereof) to the

destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 8 above.

Change of Voyage

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

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

Claims

Insurable Interest

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

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

Forwarding Charges

12. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter insured is covered under this insurance, the Insurers will reimburse the Assured for any

extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter insured to the destination to which it is insured.

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

Constructive Total Loss

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

Increased Value

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

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

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

under this insurance bears to such total amount insured.

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

Benefit Of Insurance

15. This insurance

- 15.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,
- 15.2 shall not extend to or otherwise benefit the carrier or other bailee. In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

Minimising Losses

Duty of Assured

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

Waiver

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

Avoidance Of Delay

18. It is a condition of this insurance that the Assured shall act with reasonable

despatch in all circumstances within their control.

Law And Practice

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

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

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Institute War Clauses (Cargo)

Risks Covered

Risks

1. This insurance covers, except as excluded by the provisions of Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by
- 1.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
- 1.2 capture seizure arrest restraint or 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.

General Average

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

Exclusions

3. In no case shall this insurance cover;

- 3.1 loss damage or expense attributable to wilful misconduct of the Assured
- 3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
- 3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
- 3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
- 3.5 loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
- 3.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage

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

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

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

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

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

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

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

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

Duration

Transit Clause

5. 5.1 This insurance

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

5.1.2 terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that part is discharged from an oversea vessel at the final port or place of discharge, or on expiry of 15 days counting from midnight of the day of arrival of the vessel at the final port or place of discharge, whichever shall first occur; nevertheless, subject to prompt notice to the Insurers and to an additional premium, such insurance

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

5.1.4 terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that part is thereafter discharged from the vessel at the final (or Substituted) port or place of discharge, or on expiry of 15 days counting from midnight of the day of re-arrival of the vessel at the final port or place of discharge or arrival of the vessel at a substituted port or place of discharge, whichever shall first occur.

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

aircraft. During the period of 15 days the insurance remains in force after discharge only whilst the subject-matter insured and as to any part as that part is at such port or place. If the subject-matter insured is on- carried within the said period of 15 days or if the insurance reattaches as provided in this Clause 5.2

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

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

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

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

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

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

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

For the purpose of Clause 5 "arrival" shall be deemed to mean that the vessel is anchored, moored or otherwise secured at a berth or place within the Harbour Authority area. If such a berth or place is not available, arrival is deemed to have occurred when the vessel first anchors, moors or otherwise secures either at or off the intended port or place of discharge "overseas vessel" shall be deemed to mean a vessel carrying the subject-matter from one port or place to another where such voyage involves a sea passage by that vessel)

Change of Voyage

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

6.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with

Clause 5.1), but, without the knowledge of the Assured or their employees the ship sails for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

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

Claims

Insurable Interest

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

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

Increased Value

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

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

9.2 Where this insurance is on Increased Value the following clause shall apply: The agreed value of the subject-matter insured shall be deemed to be equal to the total amount

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

Benefit Of Insurance

10. This insurance

- 10.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,
- 10.2 shall not extend to or otherwise benefit the carrier or other bailee.

Minimising Losses

Duty of Assured

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

Waiver

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

Avoidance Of Delay

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

Law And Practice

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

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

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01/01/2009

Institute Strikes Clauses (Cargo)

Risks Covered

Risks

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

General Average

- 2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of carriage and/or the

governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these Clauses.

Exclusions

- 3. In no case shall this insurance cover

- 3.1 loss damage or expense attributable to wilful misconduct of the Assured
- 3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
- 3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors
- 3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
- 3.5 loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
- 3.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage

This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the

subject-matter insured in good faith under a binding contract.	in good faith under a binding contract.	discharge oversee of the subject-matter insured from the oversea vessel at the final port of discharge,
3.7 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion	4.3 The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.	5.2 If, after discharge oversee from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 5.1.1 to 5.1.4, shall not extend beyond the time the subject-matter insured is first moved for the purpose of the commencement of transit to such other destination.
3.8 any claim based upon loss of or frustration of the voyage or adventure	<i>Duration</i> Transit Clause	5.3 This insurance shall remain in force (subject to termination as provided for in Clauses 5.1.1 to 5.1.4 above and to the provisions of Clause 6 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshhipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.whichever shall first occur.
3.9 loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter	5. 5.1 Subject to Clause 8 below, his insurance attaches from the time the subject-matter insured is first moved in the warehouse or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either	
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.	5.1.1 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance,	
4. 4.1 In no case shall this insurance cover loss damage or expense arising from	5.1.2 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or	
4.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein	5.1.3 when the Assured or their employees elect to use any carrying vehicle or other conveyance or anycontainer for storage other than in the ordinary course of transit or	
4.1.2 unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading,	5.1.4 on the expiry of 60 days after completion of	
4.2 Exclusion 4.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured		

Termination of Contract of Carriage

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

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

insured at such port or place, whichever shall first occur, Or

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

Change of Voyage

7. 7.1 Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.
- 7.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 5.1), but, without the knowledge of the Assured or their employees the ship sails for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

Claims

Insurable Interest

8. 8.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.
- 8.2 Subject to Clause 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

Increased Value

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

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

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

Benefit of Insurance

10. This insurance
- 10.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,
- 10.2 shall not extend to or otherwise benefit the carrier or other bailee.
In the event of claim the Assured shall provide the Insurers with evidence of the

amounts insured under all other insurances.

Minimising Losses

Duty of Assured

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

Waiver

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

Avoidance Of Delay

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

Law And Practice

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

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

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CL386 01/01/2009

01/01/1986

Institute Frozen Food Clauses (A)
(Excluding Frozen Meat)

(Amended to replace all references to "frozen" with references to "frozen or chilled")

Risks Covered

Risks

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

General Average

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.

"Both to Blame Collision 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.

Exclusions

- 4 In no case shall this insurance cover
 - 4.1 loss damage or expense attributable to wilful misconduct of the Assured
 - 4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
 - 4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject matter insured (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 (except loss damage or expense resulting from variation in temperature specifically covered under Clause 1.2 above)
 - 4.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
 - 4.6 loss damage or expense 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
- 4.8 loss damage or expense arising from any failure of the Assured or their servants to take all reasonable precautions to ensure that the subject-matter insured is kept in refrigerated or, where appropriate, properly insulated and cooled space
- 4.9 any loss damage or expense otherwise recoverable hereunder unless prompt notice thereof is given to the Underwriters and, in any event, not later than 30 days after the termination of this insurance.
- 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 subjectmatter insured is loaded therein.
- 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
 - 6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
 - 6.2 capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat
 - 6.3 derelict mines torpedoes bombs or other derelict weapons of war.

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

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

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

7.3 caused by any terrorist or any person acting from a political motive.

Duration

Transit Clause

8 8.1 This insurance attaches from the time the goods are loaded into the conveyance at freezing works or cold store at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either

8.1.1 on delivery to the cold store or place of storage at the destination named herein,

8.1.2 on delivery to any other cold store 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 5 days after discharge overside of the goods hereby insured from the oversea, vessel at the final port of discharge, whichever shall first occur.

8.2 If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

8.3 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, reshipping 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.

Termination of Contract of Carriage

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

9.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the goods hereby insured at such port or place, whichever shall first occur, or

9.2 if the goods are forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.

Change of Voyage

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

Claims

Insurable Interest

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

11.2 Subject to 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.

Forwarding Charges

12 Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter 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.

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,

Constructive Total Loss

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

Increased Value

14 14.1 If any Increased Value insurance is effected by the Assured on the 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.

- 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.

Benefit Of Insurance

- 15 This insurance shall not inure to the benefit of the carrier or other bailee.

Minimising Losses

Duty of Assured

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

Waiver

- 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.

Avoidance of Delay

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

Law and Practice

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

NOTE: It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

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

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Institute Strikes Clauses (Frozen Food) (Excluding Frozen Meat)

Risks Covered

Risks Clause

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.

General Average

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 Clauses 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 equipment, power, fuel, coolant, refrigerant or labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion

- 3.8 any claim based upon loss of or frustration of the voyage or adventure
- 3.9 loss damage or expense 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
- 3.11 any loss damage or expense otherwise recoverable hereunder unless prompt notice thereof is given to the Underwriters and, in any event, not later than 30 days after the termination of this insurance.
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

Transit Clause

5. 5.1 This insurance attaches from the time the goods are loaded into the conveyance at freezing works or cold store 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 cold store or place of storage at the destination named herein,

- 5.1.2 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 5 days after discharge overseas of the goods hereby insured from the overseas vessel at the final port of discharge, whichever shall first occur.

- 5.2 If, after discharge overseas from the overseas vessel at the final port of discharge, put 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 *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

- 6.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the goods hereby insured at such port or

place, whichever shall first occur,
or

- 6.2 if the goods are forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 5 above.

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

Claims

Insurable Interest

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

Increased Value

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.

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 .

Minimising Losses

Duty of Assured

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

- 11.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and
- 11.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised

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

Waiver

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.

Avoidance of Delay

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

Law and Practice

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

NOTE: - It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

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

CL. 265. Sold by Witherby & Co. Ltd., London

1/1/86

Institute Frozen Food Extension Clauses (For use only with the Institute Frozen Food Clauses (A) 1/1/86)

Clause 1 and Clauses 4.4 and 4.5 of the attached Institute Frozen Food Clauses (A) 1/1/86 are deemed to be deleted and replaced by:

- 1. Subject always to the goods being in sound condition at the time of attachment, this insurance covers, except as provided in Clauses 4, 5, 6 and 7 below, loss of, deterioration of, or damage to the subject-matter insured which shall arise during the currency of this insurance.
- 4. 4.4 loss damage or expense arising from bone taint, salmonella, infection prior to attachment of this insurance, fault in preparation dressing cooling freezing wrapping or packing
- 4.5 claims arising from loss of market.

Nevertheless, in the absence of prior notice to the Underwriters and agreement of any additional premium required by them, this insurance excludes any claim for deterioration of or damage to the subject-matter insured where the period between the first passing of the goods into a Freezing Chamber and attachment of this insurance exceeds 60 days.

CL. 334 Sold by Witherby & Co. Ltd., London

Chilled or Frozen goods by air Clause (2009 Institute Clause version)

This insurance is subject to the following clauses - Institute Cargo Clauses (Air) 1/1/09, Institute War Clauses (Air Cargo) 1/1/09, Institute Strikes Clauses (Air Cargo) 1/1/09 and the Institute Radioactive Contamination, Chemical, Biological, Bio-chemical and Electromagnetic Weapons Exclusion Clause 10/11/03 amended as follows:-

Clause 1 of the Institute Cargo Clauses (Air) 1/1/09 is deemed to be deleted and replaced by:-

- 1. Subject always to the goods being in sound condition at the time of

attachment, this insurance covers, except as provided in Clause 3 below, loss or deterioration of or damage to the subject matter insured which shall arise during the currency of this insurance. Nevertheless, in the absence of prior notice to the Underwriters and agreement of any additional premium required by them, this insurance excludes any claim for deterioration of or damage to the subject matter insured where the period in any cool store, before loading on board the aircraft, exceeds 15 days. It is warranted that refrigerated vehicles are used to transport the subject matter to the airport and that the vehicles are adequately pre-chilled prior to loading.

Clauses 3.4 and 3.6 of the Institute Cargo Clauses (Air) 1/1/09, Institute War Clauses (Air Cargo) 1/1/09, Institute Strikes Clauses (Air Cargo) 1/1/09 are deemed to be deleted and replaced by:-

3.4 loss damage or expense arising from bone taint, salmonella, infection prior to attachment of this insurance, fault in preparation, dressing, cooling, chilling, wrapping or packing.

3.6 claims arising from loss of market

Clause 6 of the Institute Cargo Clauses (Air) 1/1/09 and Clause 4 of the Institute Strikes Clauses (Air Cargo) 1/1/09 are deemed to be deleted and replaced by:-

This insurance attaches from the time the subject matter insured is first moved in the coolstore (at the place named in the contract of insurance) for the purpose of immediate loading into the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either:-

(a) on completion of unloading from the carrying vehicle or other conveyance in or at the final coolstore at the destination named in the contract of insurance

or

(b) 48 hours after arrival of the aircraft at the final place of discharge

whichever shall first occur.

Warranted direct flight by aircraft, however, it is agreed the subject matter insured may be carried on other than direct flights but subject to the following provisions:-

- (1) Period at transshipping airport limited to not more than 12 (twelve) hours
- (2) In the event the receiving aircraft is not ready or available to receive cargo, the subject matter insured is placed in the transshipping airport cool store.
- (3) Shipping instructions specifically include reference to (2) above and additionally, if the total transit period is to exceed 30 (thirty) hours, a requirement that the refrigerant be replenished at the transshipment airport.

Clause 7.1 and 7.2 of the Institute Cargo Clauses (Air) 1/1/09 and Clauses 5.1 and 5.2 of the Institute Strikes Clauses (Air Cargo) 1/1/09 are amended to change the period "30 days" to "5 days" wherever the period "30 days" appears.

Clause 4 of the Institute War Clauses (Air Cargo) 1/1/09 is hereby amended as follows:-

- (a) at Clauses 4.1.2. and 4.1.4 change the period "15 days" to "5 days" wherever the period "15 days" appears.
- (b) at Clauses 4.2 change the period "15 days" to "12 hours" wherever the period "15 days" appears"

Two new clauses, numbered 9.3 and 9.4 (clause 9.3 applying only to chilled goods) are added to the existing CLAIMS Clause 9 of the Institute Cargo Clauses (Air) 1/1/09 as follows:-

9.3 If through prolongation of the voyage or through any other event arising during the currency of this insurance the subject matter insured is discharged in a frozen condition, any claim arising shall be based on the difference in value between the market price for chilled subject matter insured and the market price for frozen subject matter insured

ruling at destination on the date of arrival of the aircraft.

9.4 It is specifically agreed that the damage survey, if any, must be conducted within 48 hours of arrival of the aircraft at the destination named in the Certificate of Marine Insurance.

At Clause 6 of the Institute War Clauses (Air Cargo) 1/1/09 reference to "or 4" is amended to "or 4 as amended".

01/01/1986

Institute Frozen Meat Clauses (A)
(Amended to replace all references to
"frozen" with references to "frozen or
chilled" and with Clause 8.1.1 and 8.1.3
deleted)

Risks Covered

Risks

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.

General Average

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.

"Both to Blame Collision 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.

Exclusions

4 In no case shall this insurance cover

- 4.1 loss damage or expense
attributable to wilful
misconduct of the Assured
- 4.2 ordinary leakage, ordinary loss in
weight or volume, or ordinary
wear and tear of the subject-
matter insured
- 4.3 loss damage or expense caused
by insufficiency or unsuitability
of packing or preparation of the
subjectmatter 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 (except
loss damage or expense
resulting from variation in
temperature whilst this
insurance is in force)
- 4.5 loss damage or expense
proximately caused by delay,
even though the delay be
caused by a risk insured against
(except expenses payable under
Clause 2 above)
- 4.6 loss damage or expense caused
by insolvency or financial
default of the owners managers
charterers or operators of the
vessel where, at the time of
loading of the subject-matter
insured on board the vessel, the
Assured are aware, or in the
ordinary course of business
should be aware, that such
insolvency or financial default
could prevent the normal
prosecution of the voyage

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

- 4.7 loss damage or expense arising
from the use of any weapon of
war employing atomic or
nuclear fission and/or fusion or
other like reaction or
radioactive force or matter
- 4.8 loss damage or expense on
shore caused directly or
indirectly by earthquake,
volcanic eruption and/or fire
resulting therefrom
- 4.9 loss damage or expense arising
from any failure of the Assured
or their servants to take all
reasonable precautions to
ensure that the subject-matter
insured is kept in refrigerated

or, where appropriate, properly
insulated and cooled space.

- 5 5.1 In no case shall this insurance
cover loss damage or expense
arising from
 - 5.1.1 unseaworthiness of vessel
or craft or unfitness of
vessel or craft for the safe
carriage of the subject-
matter insured, where the
Assured are privy to such
unseaworthiness or
unfitness, at the time the
subject-matter insured is
loaded therein
 - 5.1.2 unfitness of container
liftvan or land conveyance
for the safe carriage of the
subject-matter insured,
where loading therein is
carried out prior to
attachment of this
insurance or by the
Assured or their servants.
- 5.2 Where this insurance has been
assigned to the party claiming
hereunder who has bought or
agreed to buy the subject-
matter insured in good faith
under a binding contract,
exclusion 5.1.1 above shall not
apply.
- 5.3 The Underwriters waive any
breach of the implied
warranties of seaworthiness of
the ship and fitness of the ship
to carry the subject-matter
insured to destination.
- 6 In no case shall this insurance cover
loss damage or expense caused by
 - 6.1 war civil war revolution
rebellion insurrection, or civil
strife arising therefrom, or any
hostile act by or against a
belligerent power
 - 6.2 capture seizure arrest restraint
or detainment (piracy
excepted), and the
consequences thereof or any
attempt thereat
 - 6.3 derelict mines torpedoes bombs
or other derelict weapons of
war
- 7 In no case shall this insurance cover
loss damage or expense

- 7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
- 7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
- 7.3 caused by any terrorist or any person acting from a political motive

- 8.2.2.2 for allocation or distribution.
- 8.3 This insurance terminates
 - 8.3.1 for transit to a destination in the Continent of Europe (including Eire and the United Kingdom), U.S.A. or Canada on the expiry of 30 days
 - 8.3.2 for transit to a destination elsewhere on the expiry of 5 days after final discharge of the goods from the oversea vessel at the port of discharge.

destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in clause 8 above, then this insurance shall also terminate unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either

Duration

Transit Clause

- 8 8.1 This insurance attaches from the time
 - 8.1.1 the goods pass into the cooling and/or freezing chambers of the works at the place named herein, provided that the period in such chambers prior to shipment on board the oversea vessel shall not exceed 60 days unless prompt notice be given to the Underwriters and an additional premium paid for each further period of 30 days or part thereof.
 - 8.1.2 the goods are loaded into the conveyance at the freezing works or cold store at the place named herein for the commencement of the transit.
 - 8.1.3 of loading of the goods into the oversea vessel.
- 8.2 This insurance continues during the ordinary course of transit to and whilst in
 - 8.2.1 cold store at the destination named herein or
 - 8.2.2 any other cold store which the Assured elect to use following discharge of the goods from the oversea vessel at the port of discharge either

- 8.4 Any disposal of the goods other than by storage as in 8.2.1 or 8.2.2 above (except with the prior consent of the Underwriters) or any removal from cold store before the expiry of the relevant period in 8.3.1 or 8.3.2 above shall terminate the insurance on such goods.
- 8.5 If, after discharge oversea from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.
- 8.6 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

- 9.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the goods hereby insured at such port or place, whichever shall first occur, or
- 9.2 if the goods are forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.

Change of Voyage

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

Claims

Insurable Interest

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

Termination of Contract of Carriage

- 9 If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the

- 11.3 Prompt notice of any deterioration loss or damage shall be given to Underwriters upon first discovery and any

claim for depreciation or damage is conditional upon Underwriters having been given an opportunity to inspect such depreciation or damage before termination of the insurance.

Forwarding Charges

- 12 Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter 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.

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.

Constructive Total Loss

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

Adjustment

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

Increased Value

- 15 15.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value

insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

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

Benefit of Insurance

- 16 This insurance shall not inure to the benefit of the carrier or other bailee.

Minimising Losses

Duty of Assured

- 17 It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder

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

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

Waiver

- 18 Measures taken by the Assured or the Underwriters with the object of

saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

Avoidance of Delay

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

Law And Practice

- 20 This insurance is subject to English law and practice.

NOTE:- It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

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

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Institute Strikes Clauses (Frozen Meat)
(Amended to replace all references to "frozen" with references to "frozen or chilled" and with Clause 8.1.1 and 8.1.3 deleted)

Risks Covered

Risks clause

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.

General Average

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

This exclusion shall not apply where this insurance has been assigned to the party claiming

hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract

- 3.7 loss damage or expense arising from the absence shortage or withholding of equipment, power, fuel, coolant, refrigerant or labour of any description whatsoever resulting from any strike, lockout, labour, disturbance, riot or civil commotion
 - 3.8 any claim based upon loss of or frustration of the voyage or adventure
 - 3.9 loss damage or expense 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
 - 3.11 loss damage or expense on shore caused directly or indirectly by earthquake, volcanic eruption and/or fire resulting therefrom.
4. 4.1 In no case shall this insurance cover loss damage or expense arising from
 - 4.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein
 - 4.1.2 unfitness of container liftvan or land conveyance for the safe carriage of the subject-matter insured, where loading therein is carried out prior to attachment of this insurance or by the Assured or their servants.

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

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

Duration

Transit Clause

5. 5.1 This insurance attaches from the time
 - 5.1.1 the goods pass into the cooling and/or freezing chambers of the works at the place named herein, provided that the period in such chambers prior to shipment, on board the oversea vessel shall not exceed 60 days unless prompt notice be given to the Underwriters and an additional premium paid for each further period of 30 days or part thereof.
 - 5.1.2 the goods are loaded into the conveyance at the freezing works or cold store at the place named herein for the commencement of the transit.
 - 5.1.3 of loading of the goods into the oversea vessel.
- 5.2 This insurance continues during the ordinary course of transit to and whilst in
 - 5.2.1 cold store at the destination named herein or
 - 5.2.2 any other cold store which the Assured elect to use following discharge of the goods from the oversea vessel at the port of discharge either

- 5.2.2.1 for storage other than in the ordinary course of transit or
- 5.2.2.2 for allocation or distribution.
- 5.3 This insurance terminates
 - 5.3.1 for transit to a destination in the Continent of Europe (including Eire and the United Kingdom), U.S.A. or Canada on the expiry of 30 days
 - 5.3.2 for transit to a destination elsewhere on the expiry of 5 days after final discharge of the goods from the overseas vessel at the port of discharge.
- 5.4 Any disposal of the goods other than by storage as in 5.2.1 or 5.2.2 above (except with the prior consent of the Underwriters) or any removal from cold store before the expiry of the relevant period in 5.3.1 or 5.3.2 above shall terminate the insurance on such goods.
- 5.5 If, after discharge overseas from the overseas 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 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.
- 5.6 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, reshipping 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 *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
 - 6.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the goods hereby insured at such port or place, whichever shall first occur, or
 - 6.2 if the goods are forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 5 above.
- 7. Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.

Claims

Insurable Interest

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

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

Adjustment Clause

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

Increased Value

- 10. 10.1 In 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.

- 10.2 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

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

Minimising Losses

Duty of Assured

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

- 12.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and
- 12.2 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.

Waiver

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

Avoidance of Delay

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

Law and Practice

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

NOTE: - It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

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

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Chilled Meat by Air (Excluding Rejection)

- A) Subject to the following Clauses as current at commencement of risk:

Institute Cargo clauses (Air) with Clauses 1, 2.4, 2.6, 5 & 6 deleted
Institute War Clauses (Air Cargo)
Institute Strikes Clauses (Air Cargo) with Clauses 3 and 4 deleted
Institute Radioactive Contamination Exclusion Clause

- B) This insurance covers loss of, deterioration of, or damage to the meat (except loss damage or expense arising from bone taint, salmonella, infection prior to attachment of this insurance, fault in preparation dressing cooling wrapping or packing, and claims arising from loss of market) which shall arise during the currency if this insurance except as provided in Clauses 2, 3 and 4 of the Institute Cargo Clauses (Air).

It is specifically agreed that the damage survey, if any, must be conducted within 48 hours of arrival of the aircraft at the final place of discharge.

- C) This insurance attaches from the time the meat is loaded into the conveyance at the cooling chambers of the works at the place named herein for the commencement of the transit and, unless previously terminated, continues during the ordinary course of transit and terminates either

1. on delivery to the final cold store at the destination named herein or

2. 48 hours after arrival of the aircraft at the destination named herein

whichever shall first occur.

ADDITIONAL CONDITIONS

1. It is a condition that the meat is in sound condition and properly dressed, cooled and chilled at the works prior to the attachment of this insurance and that the period from the time the meat passes into the chilling chamber until loading onto the overseas aircraft shall not exceed 10 days.
2. It is a condition that refrigerated vehicles are used to transport the meat to and from the airport and that the vehicles are adequately pre-chilled prior to loading.
3. If through prolongation of the transit or through any other event which arises during the currency of this insurance, the meat is discharged in a frozen condition, any claim arising shall be based upon the difference in value between the market price for chilled meat and the market price for frozen meat ruling at destination on the date of arrival of the aircraft.
4. It is a condition that each consignment is accompanied by a Certificate of soundness and/or suitability issued by the Department of Primary Industry or other appropriate authority.
5. It is a condition that direct flight by aircraft or held covered at a premium to be agreed.
6. It is a condition each consignment is passed for export by Government inspector prior to shipment.

FURTHER EXCLUSION

Rejection, detention and/or condemnation by any Government and./or their Agencies and/or Departments or by any other Authorities, Person or Persons for any reason whatsoever is excluded, in the event of an insured shipment being partly or wholly rejected, etc. this Policy will nevertheless pay claims for physical loss or damage caused by an insured peril as per the Institute Clauses forming part of

this insurance but only to the extent so damaged.

01/01/2001

Institute Classification Clause

Qualifying Vessels

1. This insurance and the marine transit rates as agreed in the policy or open cover apply only to cargoes and/or interests carried by mechanically self-propelled vessels of steel construction classed with a Classification Society which is:
 - 1.1. a Member or Associate Member of the International Association of Classification Societies (IACS), or
 - 1.2. a National Flag Society as defined in Clause 4 below, but only where the vessel is engaged exclusively in the coastal trading of that nation (including trading on an inter-island route within an archipelago of which that nation forms part).

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

Age Limitation

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

Bulk or combination carriers over 10 years of age or other vessels over 15 years of age unless they:

 - 2.1. have been used for the carriage of general cargo on an established and regular pattern of trading between a range of specified ports, and do not exceed 25 years of age, or
 - 2.2. were constructed as containerships, vehicle carriers or double-skin open-hatch

gantry crane vessels (OHGCs) and have been continuously used as such on an established and regular pattern of trading between a range of specified ports, and do not exceed 30 years of age.

Craft Clause

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

National Flag Society

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

Prompt Notice

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

Law And Practice

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

For a current list of IACS Members and Associate Members please refer to the IACS website at www.iacs.org.uk

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1/1/34

Institute Replacement Clause

In the event of loss of or damage to any part or parts of an insured machine caused by a peril covered by the Policy the sum recoverable shall not exceed the cost of replacement or repair of such part or parts plus charges for forwarding and refitting, if incurred, but excluding duty unless the full 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 the Company exceed the insured value of the complete machine.

CL 161

Cargo ISM Endorsement

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 passenger 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 owners or operators do not hold an ISM Code Document of Compliance when, at the time of loading of the subject matter insured on board the vessel, the Assured were aware, or in the ordinary course of business should have been aware either :

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

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

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

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

1. to such vessel not being certified in accordance with the ISM Cod, or
2. to a current Document of Compliance not being held by her owner 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 in the policy and to JCC Cargo Endorsement JC 98/019

4.6.98

1/1/09

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

Risks Covered

Risks

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

Salvage Charges

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

Exclusions

3. In no case shall this insurance cover
 - 3.1 loss damage or expense attributable to wilful misconduct of the Assured
 - 3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
 - 3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
 - 3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
 - 3.5 loss damage or expense arising from unfitness of aircraft conveyance or container for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the

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

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

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

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

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

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

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

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

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

5. In no case shall this insurance cover loss damage or expense
 - 5.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
 - 5.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
 - 5.3 caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
 - 5.4 caused by any person acting from a political, ideological or religious motive.

Duration

Transit Clause

6. 6.1 Subject to Clause 9 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse, premises or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either
 - 6.1.1 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse, premises or place of storage at the destination named in the contract of insurance,
 - 6.1.2 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse, premises or place of

storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or

- 6.1.3 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit, or
- 6.1.4 on the expiry of 30 days after completion of unloading of the subject-matter insured from the aircraft at the final place of discharge, whichever shall first occur.

- 6.2 If, after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 6.1.1 to 6.1.4, shall not extend beyond the time the subject-matter insured is first moved for the purpose of the commencement of transit to such other destination.
- 6.3 This insurance shall remain in force (subject to termination as provided for in Clauses 6.1.1 to 6.1.4 above and to the provisions of Clause 7 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to the air carriers under the contract of carriage.

Termination of Contract of Carriage

7. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a place other than the destination named therein or the transit is otherwise terminated before unloading of the subject-matter insured as provided for in Clause 6 above, then this insurance shall also terminate unless prompt notice is given to the Insurers and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by the Insurers, either
 - 7.1 until the subject-matter insured is sold and delivered at such place, or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the subject-matter insured at such place, whichever shall first occur, Or
 - 7.2 if the subject-matter insured is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 6 above.

Change of Transit

8. 8.1 Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.
- 8.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 6.1), but, without the knowledge of the Assured or their employees the aircraft leaves for another destination, this insurance will nevertheless be deemed to have

attached at commencement of such transit.

Claims

Insurable Interest

9. 9.1 In order to recover under this insurance the Assured must have an insurable interest in the subject- matter insured at the time of the loss.
- 9.2 Subject to Clause 9.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

Forwarding Charges

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

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

Constructive Total Loss

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

Increased Value

12. 12.1 If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured. In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.
- 12.2 Where this insurance is on Increased Value the following clause shall apply:
The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured. In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

Benefit Of Insurance

13. This insurance
- 13.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,
- 13.2 shall not extend to or otherwise benefit the carrier or other bailee.

Minimising Losses

Duty of Assured

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

Waiver

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

Avoidance Of Delay

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

Law And Practice

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

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

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1/1/09

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

Risks Covered

Risks

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

5 Salvage Charges

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

Exclusions

3. In no case shall this insurance cover
 - 3.1 loss damage or expense attributable to wilful misconduct of the Assured
 - 3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
 - 3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)

- 3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
- 3.5 loss damage or expense arising from unfitness of aircraft conveyance or container for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading. This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
- 3.6 loss damage or expense caused by delay, even though the delay be caused by a risk insured against
- 3.7 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the aircraft where, at the time of loading of the subject-matter insured on board the aircraft, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the transit. This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
- 3.8 any claim based upon loss of or frustration of the transit or adventure
- 3.9 loss damage or expense directly or indirectly caused by or arising from any hostile use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

Duration

Transit Clause

4. 4.1 This insurance
 - 4.1.1 attaches only as the subject-matter insured and as to any part as that part is loaded on the aircraft for the commencement of the air transit insured and
 - 4.1.2 terminates, subject to 4.2 and 4.3 below, either as the subject-matter insured and as to any part as that part is discharged from the aircraft at the final place of discharge or on expiry of 15 days counting from midnight of the day of arrival of the aircraft at the final place of discharge, whichever shall first occur; nevertheless, subject to prompt notice to the Insurers and to an additional premium, such insurance
 - 4.1.3 reattaches when, without having discharged the subject-matter insured at the final place of discharge, the aircraft departs therefrom, and
 - 4.1.4 terminates, subject to 4.2 and 4.3 below, either as the subject-matter insured and as to any part as that part is thereafter discharged from the aircraft at the final (or substituted) place of discharge, or on expiry of 15 days counting from midnight of the day of re-arrival of the aircraft at the final place of discharge or arrival of the aircraft at a substituted place of discharge, whichever shall first occur.
- 4.2 If during the insured transit the aircraft arrives at an intermediate place to discharge the subject-matter insured for

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

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

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

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

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

carrying aircraft for the transit;

4.3.2 in the case of the subject-matter insured not having been discharged, when the aircraft departs from such deemed final place of discharge; thereafter this insurance terminates in accordance with 4.1.4.

4.4 Subject to prompt notice to Insurers, and to an additional premium if required, this insurance shall remain in force within the provisions of these Clauses during any deviation, or any variation of the adventure arising from the exercise of a liberty granted to the air carriers under the contract of carriage. (For the purpose of Clause 4 "oversea vessel" shall be deemed to mean a vessel carrying the subject-matter from one port or place to another where such voyage involves a sea passage by that vessel)

Change of Transit

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

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

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

Claims

Insurable Interest

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

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

Increased Value

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

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

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

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

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

Benefit Of Insurance

9. This insurance

- 9.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,
- 9.2 shall not extend to or otherwise benefit the carrier or other bailee.

Minimising Losses

Duty of Assured

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

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

Waiver

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

Avoidance Of Delay

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

Law And Practice

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

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

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1/1/09

Institute Strikes Clauses (Air Cargo)

Risks Covered

Risks

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

Salvage Charges

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

Exclusions

- 3. In no case shall this insurance cover
 - 3.1 loss damage or expense attributable to wilful misconduct of the Assured

- 3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
- 3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
- 3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
- 3.5 loss damage or expense arising from unfitness of aircraft conveyance or container for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading. This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
- 3.6 loss damage or expense caused by delay, even though the delay be caused by a risk insured against
- 3.7 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the aircraft where, at the time of loading of the subject-matter insured on board the aircraft, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the transit. This exclusion shall not apply where the contract of

insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract

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

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

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

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

Duration

Transit Clause

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

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

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

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

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

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

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

carriers under the contract of carriage.

Termination of Contract of Carriage

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

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

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

Change of Transit

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

6.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 4.1), but, without the knowledge of

the Assured or their employees the aircraft leaves for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

Claims

Insurable Interest

7. 7.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.
- 7.2 Subject to Clause 7.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

Increased Value

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

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

- 8.2 Where this insurance is on Increased Value the following clause shall apply: The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject-matter insured by the Assured, and liability

under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

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

Benefit of Insurance

9. This insurance
- 9.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,
- 9.2 shall not extend to or otherwise benefit the carrier or other bailee.

Minimising Losses

Duty of Assured

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

Waiver

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

Avoidance Of Delay

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

Law And Practice

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

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

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1/3/09

Institute War Clauses (Sendings by Post)

Risks Covered

Risks

1. This insurance covers, except as excluded by the provisions of Clause 3 below, loss of or damage to the subject-matter insured caused by
- 1.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
- 1.2 capture seizure arrest restraint or 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.

General Average

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

Exclusions

3. In no case shall this insurance cover

- 3.1 loss damage or expense attributable to wilful misconduct of the Assured
- 3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject matter insured
- 3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
- 3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
- 3.5 loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
- 3.6 any claim based upon loss of or frustration of the voyage or adventure
- 3.7 loss damage or expense directly or indirectly caused by or arising from any hostile use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

Duration

Transit Clause

- 4. 4.1 This insurance attaches only as the subject-matter insured and as to any part as that part is first moved in the premises of the senders at the place named in the contract of insurance for the immediate commencement of the transit and continues, but with the exclusion of any period during which the subject-matter insured is in packers' premises, until the subject-

matter insured and as to any part as that part is delivered to the address on the postal package(s) when this insurance shall terminate.

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

Claims

Insurable Interest

- 6. 6.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.
- 6.2 Subject to Clause 6.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

Benefit Of Insurance

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

Minimising Losses

Duty of Assured

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

Waiver

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

Avoidance Of Delay

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

Law And Practice

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

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CL390 01/03/2009

Institute Cyber Attack Exclusion Clause

- 1.1 Subject only to clause 1.2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
- 1.2 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

CL 380 10/11/2003

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

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

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

CL 370

Information Technology Hazards Clause

Losses otherwise recoverable under this Contract arising, directly or indirectly, out of :

1. loss of, or damage to, or
2. a reduction or alteration in the functionality or operation of a

computer system, hardware, programme, software, data, information repository, microchip, integrated circuit or similar device in or connected with computer equipment or non-computer equipment, whether the property of the policyholder of the reinsured or not, Shall not be aggregated.

If such losses are caused directly by one or more of the following physical perils, namely:

theft of equipment, collision, sinking, grounding or stranding of carrying vessel, overturning or derailment of land conveyance, jettison or washing overboard, fire, lighting, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow,

Then this clause shall not prevent the aggregation of losses if otherwise permitted under the terms of this Contract if they are caused by any such peril(s).

A Joint Committee of the IUA and LUA

Termination Of Transit Clause
(Terrorism) 2009

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

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

Either

- 1.1 as per the transit clauses contained within the contract of insurance, or
- 1.2 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance,
- 1.3 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
- 1.4 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit, or
- 1.5 in respect of marine transits, on the expiry of 60 days after completion of discharge overside of the subject-matter insured from the oversea vessel at the final port of discharge,
- 1.6 in respect of air transits, on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge,

whichever shall first occur.

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

About Chubb in Australia

Chubb is the world's largest publicly traded property and casualty insurer. Chubb, via acquisitions by its predecessor companies, has been present in Australia for almost 100 years. Its operation in Australia (Chubb Insurance Australia Limited) provides specialised and customised coverages include Marine, Property, Liability, Energy, Professional Indemnity, Directors & Officers, Financial Lines, Utilities as well as Accident & Health, for a broad client base, including many of the country's largest companies.

More information can be found at www.chubb.com/au

Contact Us

Chubb Insurance Australia Limited
ABN: 23 001 642 020 AFSL: 239687

Grosvenor Place
Level 38, 225 George Street
Sydney NSW 2000
O +61 2 9335 3200
www.chubb.com/au

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